



2024-25 Board of Directors

Board Chair, Erin Cramer **Board Vice-Chair**, Mackenzie Strawn

Board Members: Mike Wagner, Laura Wipper, Mark Henderson, Coral Ford & Alisha Oliver

Student Representatives to the Board, Lucas Joyce & Haley Butenschoen

Superintendent, Lee W. Loving

Director of Business & Fiscal Services, Rhonda Allen

Director of Human Resources, Danielle Blackwell

Director of Teaching & Learning, Nicole Duncan

Interim Director of Special Programs, Melissa Glover

Director of Nutrition Services, John Barnes

Director of Safety, Security and Health Services, Gary Rychard

Director of Facilities, Dave Parsons

Superintendent/School Board Executive Assistant, Tonia Whisman

Special Session

Wednesday, September 6, 2023 ~ 6:30 PM

NSSD District Office/Santiam Room

1155 N 3rd Ave

Stayton, OR 97383

https://youtu.be/_quabixBI8o?si=qZ9ns-vwZtQ5bg5u

1. CALL SPECIAL SESSION TO ORDER

The Special Session of the North Santiam School District's Board of Directors is called to order at 6:30 pm. It is an open meeting of the Board and the public is allowed to observe in-person and via Zoom livestream on YouTube. On the agenda is a place for public comment. Those attending in-person that wish to address the Board during this time must complete a public comment request available near the room entrance prior to this point in the agenda. Those attending virtually must have registered online prior to 4:00 pm in order to receive the Zoom meeting link.

Speakers may offer objective criticism of school operations and programs, however, the law prohibits the Board from hearing complaints regarding any personally identifiable District staff member. The Board asks anyone wishing to communicate a complaint of this manner to follow the proper administrative process in Board policy KL (Public Complaints). This information is available on the District website.

ACKNOWLEDGEMENT OF BOARD MEMBERS PRESENT: ALISHA OLIVER
PLEDGE OF ALLEGIANCE: ALISHA OLIVER

2. APPROVAL OF THE AGENDA

Any changes to the agenda after posting on September 1, 2023 are noted below:

Added Attachments-

Added Agenda Items-

RECOMMENDED MOTION

Motion that the Board approves the meeting agenda as modified.

3. RATIFY OSEA AGREEMENT

4

The Board of Directors will be asked to ratify the agreement between the OSEA North Santiam Chapter 122 union and NSSD.

RECOMMENDED MOTION-RATIFY OSEA AGREEMENT

Motion that the Board ratify the Collective Bargaining Agreement between the Oregon School Employees Association North Santiam Chapter 122 and the North Santiam School District.

Classified TA Articles

4

4. MISSION/VISION/GOALS

54

The Board will continue their work reviewing the District's mission, vision and goals.

Mission.Vision.Principles

54

Board Personal Goals-Proposal (added post meeting)

66

5. PUBLIC COMMENT

The meeting will now be opened to receive public comment. We value the time and initiative members of the public take to share their thoughts with the Board. The Board’s role during public comment is not to immediately respond, but to listen. If there is follow-up necessary, we will direct our Superintendent to do so. Remember that we all model the way for our students, and we ask that everyone share their thoughts in a respectful way. Should any public comment include complaints regarding a personally identifiable District staff member, the Board chair may direct the speaker to the proper administrative process found in Board policy KL which can be found on the table near the entrance of the room and on the District's website. Anyone who has filled out a public comment card will be called to step forward (or turn on their camera/mic) and state their name and address. Please note that speakers will have three minutes to express their thoughts.

6. ADJOURN

Time:

EQUAL OPPORTUNITY EMPLOYER

The North Santiam School District shall promote nondiscrimination and an environment free of harassment based on an individual’s race, color, religion, sex, national origin, gender identity (including gender expression), sexual orientation, disability, marital status or age or because of the race, color, religion, sex, national origin, disability, marital status or age of any other persons with whom the individual associates. This meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours prior to the meeting. If you require special accommodations, please contact Tonia Whisman at the North Santiam School District Office at 503-769-4928.

ARTICLE 1: RECOGNITION

- 1.1 The provisions of this contract shall be applied equally to all employees in the bargaining unit without discrimination as to age, disability, sex, ~~sexual orientation, gender identity,~~ race, color, creed, ~~or~~ national origin, ~~marital status, or religion.~~ Grievances regarding this provision are not subject to arbitration nor to an unfair labor practice complaint for breach of contract. This exclusion does not apply to other potential unfair labor practice charges, nor does it constitute a waiver of the right to seek a remedy through any other legal process. ~~The district's discrimination complaint procedures and the process is available on the district website and the superintendent's office.~~
- 1.2 The Board recognizes the Association as the sole and exclusive bargaining representative for all classified employees in the North Santiam School District whose position does not require a license to teach but excludes supervisory, ~~confidential, substitute, and student~~ employees as defined in ORS 243.650.

1.3 ~~Definitions~~

Section 1: ~~For~~ this ~~A~~greement, the following definitions ~~for Substitutes~~ shall apply:

- A. Substitutes are those employees who may be called in at the District's discretion to replace regular employees ~~who are on an approved short-term leave of absence that aren't available to work their normal shift.~~

~~i. Substitutes can be used for the duration of the leaves provided in this agreement.~~

~~ii. Regular employees who take the place of an employee who is on approved leave shall be considered substitutes, will remain members of the unit, and retain all the rights of this CBA, and shall not be eligible for benefits above and beyond those accrued through their regular employee status unless required by law.~~

~~iii. The employee referenced in ii. above, shall have the right to bump move back to their prior position once an employee returns from their leave.~~

~~Section 2: For this Agreement, the following definition for Temporary employee shall apply:~~

- ~~A. A temporary employee is an employee whose assignment is for a specific period of time or for completing a specific task or of a seasonal nature. This assignment shall not exceed one hundred (100) ~~Seventy (70) Seventy-five (75) calendar days~~ ~~Sixty (60) days worked.~~ ~~Notwithstanding temporary~~~~

~~employees hired to substitute for employees on extended leaves will be excluded for up to twelve (12) months.~~
Section 3: For this Agreement, the following definitions for Transfers/Reassign shall apply:

- A. Transfers are employee-initiated request for transfer of assignment.
- B. Reassign is an employer-initiated reassignment of staff.

1.4 Within ~~fifteen (15)~~ **ten (10)** days of request by **OSEA** or the Association, the District shall provide the ~~Association~~ **OSEA** and Association chapter president a complete list of temporary and permanent employees and employees on short-term leave indicating hire date, assignment, building and employment status (i.e., permanent, or temporary).

Asha Bernal 7/17/23
For the Union Date

Wanell Blackwell 7/17/23
For the District Date

ARTICLE 2: SEPARABILITY OF PROVISIONS

2.1 As per ORS 243.702, the invalidation of any article of this Agreement by a court of competent jurisdiction will not affect the validity of articles not declared invalid by the court. **Should any article, clause or provision of this Agreement be declared illegal, the parties shall enter into discussion for a replacement article, clause or provision upon written request by either party. If, after ninety (90) days of expedited bargaining under ORS 243.698 the parties fail to agree on a replacement for the invalid words or sections of the collective bargaining agreement, they may, upon mutual agreement, move the matter to arbitration, or the District may unilaterally implement its last proposal and/or the Union may strike.**

Aella Benrath 5/23/23
For the Union Date

[Signature] 5/23/23
For the District Date

ARTICLE 3: ASSOCIATION DUES

3.1 The Association will provide the District with a list of employees who have authorized the District to make a deduction of dues payment to the Association. The District agrees to deduct from the wages of each employee for the payment of dues to the Association. (Just moved it after the added language)

3.2 The District further agrees to continue to honor the dues deduction authorization executed by the employee in favor of the Association. The District shall rely on the list provided by the Association to make the dues deduction in the next applicable payroll period. It will remit the dues collected to OSEA [in the month] [by no later than the 25th of the month] following payroll deduction.

3.3 If a member approaches the District to ask to drop their membership, the District shall only forward them to the Chapter president and shall not give any other information or opinion on the issue.

3.4 The Association shall hold the District harmless from any and all claims, suits, orders, or judgments brought against the District as a result of this Article.

Aella Benrose 6/8/23
For the Union Date

[Signature] 6/8/23
For the District Date

ARTICLE 5: ASSOCIATION RIGHTS AND RESPONSIBILITIES

5.1 The Association or committees of the Association shall be allowed the use of District facilities for meetings provided they are scheduled using the normal District process.

5.2 The Association may be allowed use of such office equipment as needed to provide information to employees. Inter-District mail may be used in compliance with Federal Postal Code. District email may also be used to communicate about collective bargaining, investigation of grievances or other disputes and to communicate about the governance or business of the Association. **Association communications will clearly identify Association authorship.**

5.3 Official representatives of the Association, other than District employees, will be allowed to visit the work area of employees of the bargaining unit during work time, provided such visits do not interfere with District operations. During school **work** hours, upon entry to the building, all representatives shall be required to check in as a visitor and get a visitor badge at the main office prior to visiting employees.

5.4 The District will provide the Association with space to display an Association bulletin board which will not exceed sixteen (16) square feet in size per location.

5.5 The Association shall provide a list of designated representatives to the District, upon request, each September. The Association shall provide an updated list to the District within ten (10) days of when a change occurs during the school year.

5.6 **Designated representatives**

- A. The District shall allow designated representatives of the Association reasonable time during regularly scheduled work hours, without loss of compensation or benefits, to engage in the following activities subject to reasonable accommodation requirements and undue burden language in Section 5.7.B:
1. Investigate and process grievances and other workplace-related complaints on behalf of the Association;
 2. Attend investigatory meetings and due process hearings involving classified employees;

3. Participate in or prepare for proceedings that arise from a dispute involving the Collective Bargaining Agreement (CBA), including arbitration proceedings, administrative hearings, and proceedings before the Employment Relations Board (ERB);
4. Act as a representative of the Association for unit members for collective bargaining;
5. Attend labor-management meetings held by a committee composed of employers, employees, and representatives of the Association to discuss employment relations matters;
6. Provide information about the CBA to newly hired employees at orientation meetings or other meetings held for that purpose; and,
7. Testify in a legal proceeding in which the public employee has been subpoenaed as a witness.

5.7

Notification

- A. The District shall be given ~~seventy-two (72)~~ **forty-eight (48)** hours advance written notification prior to the need to perform the activities listed above. There may be situations in which both parties agree that the circumstances do not require advance written notice. The written notice shall indicate:
 1. The name of the designated representative who will be performing the activity;
 2. Type of activity (from the above list) that will be performed;
 3. The date and time for the activity; and
 4. The approximate length of time the designated representative will spend performing the activity.
- B. If, after receiving such notice of the need to perform the activities listed above, the District deems the activities establish an undue burden on District operations which the District cannot reasonably accommodate by any of the measures typically used when an employee is unexpectedly absent from work, the District and OSEA shall schedule a mutually agreeable date and time at which the designated representative can perform the activities during work hours. The mutually agreeable date and time shall be no more than ~~seven (7)~~ **four (4) working days** from the date of the request, unless both parties agree otherwise.

5.8 **Bargaining**

- A. The District shall not reduce the work hours of designated representatives except to prevent an employee from working unauthorized overtime hours.
- B. The parties recognize that bargaining may occur outside of normal work hours.

C. Employee shall be compensated for bargaining time.

5.9 The Association will be allowed thirty (30) minutes to meet with each new employee. The Association may choose to use this time during new employee orientation or another time agreeable to the employee and the designated representative. For employees hired after the new employee orientation day, the Human Resources Director will notify the OSEA chapter president of new hires within ten (10) days of hire. The chapter president will schedule individual meetings of not more than thirty (30) minutes in length to cover Association business.

5.10 All bargaining unit members who are not dues paying members of the Union shall, upon request to their designated Union representative and notification to their supervisor, be able to review Union information with their designated Union representatives for a total of up to thirty (30) minutes paid time once per year.

5.11 **Release Time**

- A. The District shall provide to the Association a total of ~~ten (10)~~ **thirty (30)** days of release time, without loss of compensation or benefits, for designated representatives to attend labor-related conferences, trainings, or events. OSEA shall reimburse the District for the wages and fixed payroll costs required to replace an employee on release time. This leave shall be granted at the request of the Association chapter president, who shall give the HR Director at least three (3) workdays' advance notification in writing.
- B. When an employee's release time has terminated, the employee shall have the right to reinstatement to the same position and work location held prior to the commencement of the release time or, if not feasible, to a substantially similar position without loss of seniority, pay, benefits, or classification.

- C. The parties may mutually agree, in writing, to extend the amount of release time.
- D. Either the Association or the employee on release time may terminate a period of release time at any time and for any reason.

5.12 A member who wishes to take release time to work for OSEA shall follow the process outlined in "Extended Leave without Pay" (Article 13.12) at least thirty (30) days prior to the start of the absence, however, this leave only requires notification to the Superintendent and does not require Superintendent approval. OSEA will give thirty (30) days prior notice when returning an employee from this leave. The District may use a temporary employee as needed to cover this absence. Any member taking release time to work **full-time** for OSEA shall have the benefits under Section 5.11.B.

5.13 **Employee Information**

- A. At least once every one hundred twenty (120) days and within ten (10) days of a new hire, as required under **HB 2016 ORS 243.804**, the District will provide to the Association chapter president and **the OSEA state office**, in an editable spreadsheet, the following information for all classified employees, if available:
 1. Employee's name **& home address or (P.O. box)**
 2. Date of hire
 3. Cell, home, and work telephone numbers
 4. Work and personal email addresses
 5. Job title, salary, work location, and step placement

5.14 The Union shall have one (1) hour with the entire Classified unit each year before the start of the school year on paid time to meet and discuss Union matters.

Aella Bernick *5/23/23*
 For the Union Date

[Signature] *5/23/23*
 For the District Date

ARTICLE 6: WORKDAYS AND HOURS

- 6.1 The normal workweek shall commence on Sunday at 12:01 a.m. and conclude on the following Saturday at midnight.
- 6.2 The District agrees to consult with the Association and/or employee **upon request** to minimize any employee concerns that arise out of a work schedule, which includes a weekend shift. Nothing herein restricts the right of the District to assign personnel.
- 6.3 Employees' hours per day shall be assigned at the discretion of the District. The building administrator or director (whichever is appropriate) shall notify employees of the hours worked per day at the beginning of the school year.
- 6.4
- A. Employees who work more than forty (40) hours in a workweek shall be compensated for those additional hours at one and one-half (1½) the employee's regular wage rate. All scheduled overtime will be approved in advance by the building administrator or director (whichever is appropriate). Overtime worked without prior approval or not in accordance with standing orders of a supervisor may result in disciplinary action.
 - B. The employee may be granted compensatory time (comp time) credit in lieu of overtime pay, **either at the initiation of the District or** with prior written approval of the building administrator or director (whichever is appropriate). In such cases the District shall credit one and one-half (1½) hours of comp time for each hour worked in excess of forty (40) hours during the workweek.
 - C. The District's intent is to have employees utilize their comp time within the same pay period in which it is earned whenever possible. However, all accrued but unused comp time balances shall be paid out to the employee during the months of November, March and June for comp time earned during these cycles. These dates will be aligned with the payday cutoff schedule provided by the business office. There will be no carry-over of comp time between fiscal years.
 - D. Upon separation of employment with the District all accrued but unused comp time shall be paid to the employee.
- 6.5
- A. Flex time may be granted to employees who work less than forty (40) hours in a workweek at the rate of one (1) hour flex time for one (1) hour worked, **either at the initiation of the District or** with advance approval of the building administrator or director (whichever is appropriate). The maximum flex time allowed to be accrued at this rate and at any given time is fifteen (15) hours. Additional hours worked, not qualifying as overtime, shall be paid to the employee at the regular rate of pay. Any

NSSD Proposal - Article 6: Workdays and Hours (Language)

hours worked over forty (40) in a workweek are not flex time and shall be compensated as outlined in section 6.4.

B. All requests to utilize earned comp and/or flex time in conjunction with a scheduled break period or holiday must be pre-approved and in writing by the Superintendent. The Superintendent will notify employees requesting such leave of approval or denial of the requested leave within five (5) working days of the date of the request.

6.6 Employees required to return to onsite work after their shift shall be paid for their actual hours of work at a minimum of two (2) hours at their regular rate of pay. If this results in the employee working more than forty (40) hours in a workweek, the employee shall be compensated in accordance with section 6.4.

— A. If the duties can be performed remotely, the employee will be paid for their actual time worked with a minimum of 15 minutes of pay.

6.7 The District will notify less than twelve (12) months employees before the start of their work year as to the number of workdays to be included in the employee work calendar. Additional workdays may be scheduled as requested by the building administrator or director (whichever is appropriate) and approved by the Superintendent.

6.8 With regards to extra hours created as a result of scheduled school and community events (dances, meetings, athletic events, etc.), all Maintenance and Custodial and Food Service employees (full and part-time) within each building will be assigned extra hours on a rotating basis as reasonably feasible.

Anna Benowitz 4/25/23
For the Union Date

Daniel Blackwell 4/25/23
For the District Date

TA 10
7/17/23

ARTICLE 7: JOB POSTING

7.1 **Job Postings**

- A. When any regular bargaining unit position vacancy occurs in the District, the District will give notice to employees via email that a position has been posted. If an employee has been reassigned or transferred, the District will give the Association notice. If the District intends to fill a position, which is not filled by internal transfer or reassignment, this posting will be for a period of ten (10) working days or five (5) working days during the period of August 1 to October 31. If it is necessary to post for the shorter posting period, but is outside of August 1 to October 31, the HR Director shall confer with the Association chapter president.
- B. When a vacancy occurs, the District may choose to fill it on a temporary basis in compliance with Article 1.3.A. However, such vacancies will be posted, subject to the provisions in this Article, when they are to be filled on a regular basis.

7.2 The District supports the practice of filling bargaining unit positions from within its staff. When a position is posted, the following procedures will be followed:

1. The posted notice shall include the application requirements and a statement of the duties and responsibilities of the vacant position and the knowledge, skills, and abilities which describe the qualifications for the position. The notice will be dated with the date posted and include the closing date ~~if one is designated~~ unless posted as open until filled.
2. The District shall also maintain a detailed job description in its files setting forth the qualifications and criteria the District is seeking in attempting to fill the job openings.

All job descriptions shall be reviewed and updated every three (3) years beginning Fall of 2023. A copy of all job descriptions updated shall be sent to the chapter president each year.

C. During the summer notices will be sent to the Association chapter president.

7.3 **Process**

- A. In order for the District to equitably assess all candidates, it will consider from each applicant, minimally, an application submitted on the approved District program and includes a letter of interest.
- B. Any person in the bargaining unit may submit an application with the District within the time limit set forth in the posting. The District will give consideration

to all internal applicants and agrees to interview a minimum of three (3) internal applicants who meet the minimum qualifications for the position.

7.4 When the vacancy is filled, the District shall notify all employee applicants of the action taken. Any District employee not selected for the position may request a meeting with the director or administrator to gain an understanding of the reason(s) for non-selection and what skills, if any, they need to improve upon, provided that the request is submitted within fifteen (15) working days from the day the employee was notified.

7.5 Every new employee hired into the bargaining unit shall serve a probationary period of ~~six (6) months~~ **ninety (90) days worked**, beginning with the date of hire as a regular employee. The District has the right to terminate new employees on a probationary status without cause. It is understood that the conditions of this paragraph in no way infringe on the District's right to discipline bargaining unit employees under the terms of this Agreement.

7.6 Present bargaining unit employees hired into a different job title shall serve a probationary period of one hundred-twenty (120) days in the new job title.

~~Present bargaining unit members hired into a different job classification shall serve a probationary period of up to 60 days worked~~ **forty-five (45) calendar days in the new classification (excluding reclassification due to changes in the job description). The employee will be given a written review of how they are doing sometime between the twentieth (20th) and fortieth (40th) days work. They then shall be given written directions on what they need to improve. Failure to meet the job standards of performance will result in the employee being transferred to the position previously held or another position in the same pay range and job classification.** **Failure to meet the job standards of performance in the new position may result in the probationary period being extended by up to an additional forty-five (45) days, with a maximum probationary period of ninety (90) calendar days. If extended, the employee will receive written directions on what they need to improve on. Failure to meet the job standards of performance will result in the employee being transferred to the position previously held or another position in the same pay range and job classification.**

7.7 Probationary employees still employed by the District at the end of their ~~six (6) months~~ **ninety (90) days worked** probationary period will be evaluated at that time. The results of their evaluation shall be presented to them at a conference with their building administrator or director, whichever is appropriate, and placed in their personnel file.

Aella Bonorade 7/17/23
For the Union Date

Daniel Blackwell 7/17/23
For the District Date

ARTICLE 8: LAYOFF AND RECALL

8.1 Seniority shall be defined as the total length of service as a classified employee within the District from the most recent date of hire as measured from the first date of actual service. ("District" will include the former High School District and all other former component districts.) For accounting purposes, all authorized paid leave will be counted towards seniority; authorized unpaid leaves of absence in excess of one (1) month ~~(change to: three (3) Month)~~ will not count towards seniority but will not break seniority. Classified employees who are laid off and subsequently recalled shall retain cumulative seniority for all periods worked, excluding the period of layoff.

8.2 Layoff notice

- A. When the District anticipates that a layoff will be necessary, the superintendent or designee will meet with the Association chapter president or designee and identify the affected position(s). When a layoff occurs within the bargaining unit the employee(s) working in the affected position(s) (the incumbent employee(s)) will be given thirty (30) days' notice.
- B. A "layoff" is defined as the complete elimination of a position or a reduction in work hours sufficient to cause a diminishment in the incumbent employee's District insurance premium contribution. An employee suffering a reduction in work hours insufficient to meet the definition of a layoff will be entitled to recover the work hours lost, based on seniority, as they may become available in the future within their job title.

8.3 Seniority

- A. Layoff of bargaining unit employees will be based upon seniority, but such layoff will occur by job title within the classification. Once the reassignment of senior employees within job titles ~~has~~ been completed, employees displaced by the reassignments will be reassigned to positions held by less senior employees within the same classification (classifications are listed in Appendix B). Unless "bumping" rights exist under Section 8.4, the least senior employees displaced by reassignments within classifications will be laid off and subject to the recall provisions of this Article.

- B. Full-time employees may only bump full-time employees and part-time employees may only bump part-time employees. Less than twelve (12) month per year employees displaced by the elimination of a position may not transfer to twelve (12) month per year positions.
- C. Laid-off employees will not be paid any salary or benefits during the period of layoff but shall maintain benefits through the month following the month in which the lay-off occurred. Notwithstanding, a laid-off employee may, at the employee's own expense, continue insurance coverage subject to the approval of the insurance carrier(s) and subject to applicable laws.

8.4

Bumping

- A. A laid-off employee who previously worked in a different classification for the District (within the definition of seniority in Section 8.1), may "bump" an employee in the other classification as long as three (3) conditions are met:
1. The laid-off employee is qualified for the position and has greater District seniority than the person to be "bumped"; and,
 2. The laid-off employee had not been demoted from the previous classification.
 3. The laid-off employee's bumping would not violate section 8.3 of this Article.
- B. Employees bumping into formerly held positions will be placed on the salary schedule for the job title they are bumping into and paid at the step closest to their rate of pay from which they are bumping, but not lower the current rate of pay. This rate of pay will not increase until the employee's step rate on the salary schedule exceeds the current rate of pay.

8.5 Recall: Recall rights shall exist for eighteen (18) months from the date of layoff. Any laid-off employee not recalled according to this procedure within the eighteen (18) months will be deemed to have been separated in good standing.

8.6 Whenever the District determines that a vacancy exists within a job title within a classification which has experienced a layoff (within the last eighteen (18) months), laid-off employees from that job title and classification will be recalled in reverse order of layoff. The recall notice will be sent by certified mail to the last address the District has on record for the laid-off employee. A refusal of recall to a position, which is comparable in pay and benefits to the position held prior to the layoff, shall constitute voluntary termination and such employee shall lose any further right to recall. Comparable shall mean a potential of ninety percent (90%) or more of the previous annual income earned prior to layoff and the same level of benefits previously held. The laid-off employee will have ten (10) workdays from the date the recall notice was mailed to respond to the recall notice. Failure to respond within the ten (10) workdays or rejection of the recall notice will cause the laid-off employee to forfeit all recall rights and will be deemed to be a resignation. **in good standing.**

8.7 **Job Title**

A. If no laid-off employee has responded to the recall by job title within a classification, or if no further laid-off employees exist from the job title within a classification, all other laid-off employees may apply for the regular vacancy. Such application shall not prejudice the employee's rights to recall in the employee's own job title and classification.

B. For the purpose of administering this Article, and solely for this purpose, "job titles within classifications" for layoff shall be the job titles listed in Appendix B.

8.8 Unused accumulated sick leave and the employee's former rate of vacation accrual will be restored to the employee upon the return to active employment, provided those benefits are still in effect. In instances where a layoff causes a full layoff of the employee or the loss of the vacation benefit, all accrued vacation and compensatory time will be paid at the time of layoff.

8.9 Upon request, the District agrees to provide to the Association a complete list of all classified employees, including each employee's date of hire and total experience in job classification(s) and in District.

Aella Benmore 4/25/23

For the Union Date

Daniel Blackwell 4/25/23

For the District Date

ARTICLE 10: PERSONNEL RECORDS

- 10.1 Each employee, and persons who have written authorization from the employee, shall have the right, upon request and **by arrangement with Human Resources**, during normal District office hours, to review the contents of their personnel file and to receive a copy of any document in that file. A Human Resources staff member shall be present, only to observe, during review of the personnel file.
- 10.2 Each employee's personnel file subject to review shall contain the following minimum items of information:
 - A. Performance evaluation reports.
 - B. Date of hire.
- 10.3 Each employee may respond in writing to any item placed in their personnel file and said response shall become a part of that file.
- 10.4 No evaluation document, disciplinary document, or complaint will be placed into the employee's personnel file without a copy being furnished to the affected employee. Proof that the employee has been given a copy will be obtained by having the employee sign or initial the file copy acknowledging receipt of a copy or by way of a written statement from the building administrator or director, whichever is appropriate, that the employee has been shown the material and has refused to sign it.
- 10.5 An employee will have the right to indicate those documents in the personnel file which the employee believes to be obsolete or otherwise inappropriate for retention. The documents will be reviewed by the Superintendent, and if the Superintendent agrees, the documents will be withdrawn from the file. A copy of such material shall be furnished to the employee upon request.
- 10.6 Evaluations
 - A. Regular classified employees shall have their performance evaluated once each school year no later than June 1 or the evaluation date may be extended for thirty (30) days by mutual agreement. The employee shall be presented with the results of the evaluation at a conference with the building administrator (principal, assistant principal) or the director (whichever is appropriate), and the results shall be placed in the personnel record.
 - B. At the beginning of each school year prior to November 1, the building level administrator responsible for conducting the employee's evaluation shall meet with the employee to discuss the job description, performance goals, methods and criteria for evaluation.

Asha Bennett 4/25/23
 For the Union Date

Dariece Blackwell 4/25/23
 For the District Date

ARTICLE 11: SALARY

- 11.1 Salaries for the dates of this Agreement are listed in Appendix B [\(hyperlinked\)](#)
 • [Add Wage Summary](#)
- 11.2 Effective for the term of the Agreement, the following provisions will continue:
- A. The District shall "pick up," assume, and pay a six percent (6%) employee contribution to the Public Employees Retirement System (PERS). Such "pick up" or payment of employee member monthly contributions shall be applicable to all employees qualified to participate in PERS.
 - B. The full amount of required employee contributions "picked up" or paid by the District on behalf of employees pursuant to this agreement shall be considered as "salary" within the meaning of ORS 238.005 (20)(a)(b), but shall not be considered as "salary" for the purpose of determining the amount of employee contributions required to be contributed pursuant to ORS 238.200. The "picked up" or paid employee contributions shall be credited to employee accounts pursuant to ORS 238.200(2) and shall be considered to be employer contributions for the purpose of ORS 238.750 to 238.410.
- 11.3 [Substitute and Temporary Work](#)
- A. For substitute and temporary work, the District agrees to offer part-time employees the opportunity to perform the work before a non-bargaining unit substitute is utilized. This would apply when said work does not interfere with the employee's regular duties. Substitute work would consist of short-term work, such as filling in for a co-worker who is ill, on personal leave, etc. When assigned to such substitute or temporary work, the employee shall receive [their](#) own regular rate of pay. Overtime must be pre-approved by the administrator or director in charge.
 - B. Employees, whether full or part-time, temporarily assigned by the District to a higher-paying job title shall be entitled to a rate of pay one (1) step higher than the salary they were receiving prior to the assignment (or three percent (3%) greater than current rate if on top step) or the rate of the first step of the new job title range, whichever is greater, [after the third consecutive first](#) working day of the assignment.
 - C. Employees temporarily assigned to a lower classification shall continue to receive their normal pay.
- 11.4 When an employee voluntarily, or for disciplinary reasons, transfers or is reassigned to an equal or lesser paying job category, they shall be placed at [their](#) current step on the new classification salary schedule.

- 11.5 Employees authorized by the District to drive their personal vehicles in work for the District shall be reimbursed at the rate specified by the IRS for employee mileage reimbursement. Employees authorized to be beyond the boundaries of the District for business will be reimbursed for the cost of food, lodging, and other related expenses in accordance with District **board policy DLC-AR**
- 11.6 When an employee is transferred, reassigned, or reclassified into a higher-paying job classification, the employee shall be placed on the salary step of the new classification commensurate with years of experience in performing the work required in the new assignment. In addition, the employee will earn one (1) step on the salary schedule of the new position for every three (3) years of service in the District.
- 11.7 Newly hired employees will be placed on the appropriate step based upon previous job-related experience in the job title, as determined by the District.
- 11.8 Regular employees who are placed in a position of a seasonal nature shall be granted a one (1) step increase on the pay scale for every season that said employee continues to work for the District in that position, subject to a maximum of three (3) steps on the defined salary schedule.
- 11.9 A maximum of one (1) time during the fiscal year, an employee may be granted a payroll advance of up to seventy percent (70 %) of their earned wages.
- 11.10 All employees will receive twelve (12) equalized paychecks.
- 11.11 Employees shall receive their paychecks on the twenty-fifth (25th) of the month. If the twenty-fifth (25th) day of the month falls on a weekend or holiday, employees will be paid on the school day prior to that date.
- 11.12 For purposes of advancement on the wage scale, any classified employee that is hired before January 1 of any given year shall be considered as having worked a full year at the end of that fiscal year. If the employee is hired after January 1, that employee will not be considered as having worked one (1) year until the end of the following fiscal year.
- 11.13 Classified employees hired into paid coaching positions will not be required to use their own leave or leave without pay to attend contests for the sport for which they were hired. They will enter the absence into the absence management system, and it will be pre-approved by the Athletic Director.

11.14 The employees previously participating in an Oregon Savings and Growth Plan will continue to receive the matching contribution of twenty-five dollars (\$25) per month.

11.15 Continuous Employment Stipend

a. Continuous Employment shall mean unbroken service from last date of hire. In cases where there has been an approved period of unpaid leave or layoff, the employee will receive credit for service before and after the break but not during the break in calculating eligibility for longevity pay.

b. Employees having completed their 8th, 11th, 15th, and 20th -anniversary dates of hire will receive the following annual sum bonus on their November paycheck of the following year; unless employment ends on or after the contracted year, then they will receive their continuous employment stipend on their last paycheck:

- 8 to 10 years of service: \$300 annually
- 11-14: \$500 annually
- 15-19: \$750 annually
- 20+: \$1,000 annually

11.16 Wages

A. All steps on the salary schedule shall be 3% between steps.

B. All employees will receive the COLA each year for the next three years

- i. 2023-24: 3.0%
- ii. 2024-25: 4.0%
- iii. 2025-26: 3.0%

C. There shall be a 10th step added in the 3rd year of the agreement of 3%.

Aella Bernora
8/10/23
[Signature] 8/10/23

ARTICLE 12: EMERGENCY SCHOOL CLOSURES

12.1 In the event that students are not required to attend school because of inclement weather or other emergencies, only designated and twelve (12) month personnel will be required to report for work. Designated personnel, who will be identified by the district, and twelve (12) month employees will be paid time and a half for hours worked.

12.2 Less than twelve (12) month employees shall be paid their regular wages for any period during which the district and/or their worksite is closed due to an emergency but may be required to make up the equivalent amount of time without additional pay.

12.3 If students are dismissed early, classified employees will be allowed to leave following the students' departure and will be paid for the full work day. If school openings are delayed, classified employees are expected to report to work one-half hour before the rescheduled student opening time unless otherwise notified by their supervisor and shall be paid for their full work day.

Adla Bernarde 6/8/23
For the Union Date

[Signature] 6/8/23
For the District Date

ARTICLE 13: HOLIDAYS AND LEAVES

13.1 Holidays for employees in the bargaining unit shall be:

- | | |
|----------------------------|----------------------------|
| Labor Day | Martin Luther King Jr. Day |
| Veterans' Day | Presidents' Day |
| Thanksgiving Day | Memorial Day |
| Day following Thanksgiving | Juneteenth* |
| Christmas Day | Independence Day** |
| New Year's Day | |

*Juneteenth shall be recognized on the third **Monday** of June for any classified employee whose work calendar includes that day.

**Independence Day is a paid holiday only for twelve (12) month employees.

- A. Twelve (12) month employees may exchange one (1) of the above granted holidays for the day before Christmas. The employee will notify the building administrator or director, whichever is appropriate, and the payroll department before December 1.

13.2 Employees in the bargaining unit shall be compensated for the holiday as though they have worked a regular schedule for the day. If an employee is required to work on the above-named holidays, the employee shall receive the overtime rate for all hours worked in addition to the employee's regular holiday pay **two and one-half (2½) times the regular rate of pay**. For example, if Joe normally earns **fifteen dollars (\$15.00)** per hour and works on July 4, they ~~would~~ **will** earn **thirty-seven dollars and fifty cents (\$37.50)** per hour for working on the holiday.

13.3 Holiday pay shall be available to a new employee who has been on the payroll of the District for thirty (30) calendar days at the time of the holiday. Holiday pay will be granted to employees working less than full-time on a prorated basis according to hours worked.

13.4 **Leaves**

- A. All leave will be prorated according to **the** start date.
- B. All leave is credited to staff at the beginning of the school year. If an employee terminates employment prior to the end of the school year, leave will be reduced on a prorated basis based upon the length of employment during that school year.

13.5 Sick Leave

- A. All regular full-time classified employees shall be entitled to accumulate an unlimited number of days of sick leave at the rate of twelve (12) days for year-round, twelve (12) month staff **eleven (11) days for 11-month staff**, and ten (10) days for all other classified staff per school year.
- B. Regularly employed persons who normally work less than eight (8) hours daily shall be entitled to accumulate an unlimited amount of sick leave proportionate to the hours worked daily (e.g., someone who normally works six (6) hours a day will be entitled to one (1) six (6) hour day of sick leave per month (twelve (12) days for custodial staff and up to ten (10) days for all others).
- C. Total sick leave shall be credited by the first (1st) day of work of each fiscal year. Any employee who uses the total amount of sick leave but does not complete the full work year will have the paid sick leave amount deducted from the final check at a rate of one (1) sick leave day per month not completed in the work year.
- D. In addition to personal illness or injury, sick leave may be used for illness or injury to family members as defined by **law**.

13.6 Bereavement Leave

- A. Eligible employees may take up to two (2) weeks of leave per death of a family member as defined by OFLA/**PLC**. Qualifying preconditions, reasons for leave and length of leave are governed by state law and administrative regulations.
- B. The first five (5) days of bereavement leave will be **district**-paid leave in any one (1) school year. Employees may use other accrued but unused paid leave time for the remainder of the leave.
- C. Employees shall have one (1) day of those five (5) days may be used to attend a funeral for someone not covered by part (a) of this section.

13.7 Personal Leave

- A. Each employee in the bargaining unit shall have **two (2) days of personal leave per year through the 2021-22 school year and** three (3) days of personal leave per year **at the beginning with the 2022-23 of the** school year. This leave shall be for personal reasons. An employee on this personal leave shall receive full compensation as though the employee had been on duty that day. The employee shall give notice of their intent to use this leave at least five (5) calendar days in advance of the date of the intended personal leave, except in the case of an

emergency. Personal leave needs to be pre-approved by the building administrator or director, whichever is appropriate. Personal leave requests will not be unreasonably denied. Personal leave shall be for the duration of this Agreement. This leave shall be non-accumulative.

- B. If an employee uses no portion of ~~two (2)~~ **three (3)** paid personal leave days, that employee shall be reimbursed in the June paycheck for ~~one (1)~~ **all three (3)** of ~~their~~ personal day at their regular rate of pay.
- C. Personal leave is not to be used before or after a holiday, vacation, or break period unless approved in writing by the Superintendent **or designee**.

13.8 **Court Appearances/Jury-Duty**

- A. If an employee is called for jury duty, the employee will be entitled to reimbursement by the District at the straight-time hourly rate of their regular job for the hours of work necessarily lost as a result of jury duty. Fees paid by the court for such service shall be subtracted from the employee's paycheck. Any expense money paid by the court, such as for mileage, shall be retained by the employee.
- B. An employee called to jury duty which consumes sixty percent (60%) or more of the employee's shift shall not be required to report to work but will be required to provide documentation of time served.
- C. Reimbursable time off for jury duty shall be limited to one (1) term of jury duty in any given school year.
- D. If an employee is called to appear before a court as a witness in response to a subpoena and is acting as a representative or professional of the District, the employee will be entitled to reimbursement by the District at the straight-time hourly rate of their regular job for the hours of work necessarily lost as a result. A copy of the subpoena should be given to the HR department as soon as it is received. Any notification for appearance other than listed above must be approved by the building administrator or director (whichever is appropriate). Fees paid for such service shall be reported to the business office and subtracted from the employee's paycheck. Expenses may be kept by the employee.

13.9 **Professional Leave**

- A. All regular employees shall be entitled to a minimum of one (1) day of paid professional leave during the school year. The District will provide and schedule one (1) day per year on the employees' work calendars to provide this training. This training is non-accumulative and is to be used for attendance at the District provided training.
- B. Additional days of paid professional leave, non-cumulative, may be granted employees to attend classes or workshops relevant to their job position, if recommended by the building administrator or director (whichever is appropriate) at the discretion of the Superintendent.
- C. The District may require employees to attend work-related classes or workshops throughout the school year. Employees will be compensated at their regular rate of pay for all time spent at District-required training. When selecting and scheduling work-related training, the District will consider the professional interests, needs, and desires of employees.

13.10 **Absence/Leave Notification**

All classified employees are required to post their absence/leave on the AESOP system and notify their building administrator, director and/or designee (whichever is appropriate). A minimum of at least a two (2) hour notice, prior to the start of their shift, must be given except in the case of an emergency.

13.11 **Leave without Pay**

All leave without pay must be pre-approved by the Superintendent **or designee**. Additional days of unpaid personal leave may be granted by the Superintendent **or designee**. All leave without pay must be entered in the District's leave tracking program with an attached statement regarding the reason for the request.

13.12 **Extended Leave without Pay**

An employee may be allowed leave without pay upon written request and with the prior approval of the employee's building administrator or director (whichever is appropriate) and Superintendent **or designee**. Such leave shall be for duration of not more than twelve (12) months. Those employees on such leave will, after thirty (30) days, be offered by the District to continue their current insurance benefits, if eligible, at their own expense until they return to work. The employee returning from leave shall not suffer a loss of seniority due to this leave provision but shall not earn additional seniority while on this leave.

13.13 **Optional Use of Prorated Sick Leave**

Subject to ORS 656.240 **relating to the employee's optional use of prorated sick leave**, employees shall not receive any compensation while on workers' compensation

time loss benefits. However, an employee on time loss benefits shall continue to receive the employee's current insurance benefits provided by the District for an additional ~~three~~ ~~3) six (6)~~ months. After that, benefits will continue at the employee's own total expense until such employee returns to work, is terminated or until placed on permanent disability. Employee's increase in compensation that went into effect during the time the employee was on time loss benefits shall be applied to the employee's compensation upon returning. Employees who have been found eligible for workers' compensation shall have the right to reinstatement to their position upon recovery from job-related injury or illness, as provided by law.

13.14 The District agrees to adhere to the current OFLA/FMLA laws, **Paid Leave Oregon law**, and the Oregon State Sick Leave law.

13.15 Political Leave

A. Any employee elected or appointed can request to take unpaid political leave for the entire term of office.

B. An employee can request leave for less than the full term of office under this article.

C. Reinstatement rights upon expiration of the term of office/leave shall follow **Article 5.11 of this agreement.**

Aella Bernrose 8/10/23

[Signature] 8/10/23

ARTICLE 14: SICK LEAVE ~~POOL-Bank~~

14.1 Sick Leave ~~Pool Bank~~

The purpose of the sick leave ~~pool bank~~ shall be to provide an opportunity for classified employees to donate personal accumulated sick leave ~~to those in a bank~~ coworkers who have exhausted their accumulated sick leave days and are not receiving workers' compensation time loss benefits. Employees receiving partial time loss benefits through private disability insurance are eligible to receive the difference between the benefit and their regular salary from the sick leave pool.

14.2 Use of Sick Leave ~~Pool Bank~~

The purpose of the sick leave ~~pool bank~~ shall be to extend additional paid sick leave days should illness or injury exhaust the employee's accumulated sick leave, vacation leave, and paid personal days. ("Day" is defined as the length of the average work day of that employee.)

14.3 Employee Donations

- A. A voluntary sick leave ~~pool bank~~ will be established. Current employees must donate one (1) sick day from September 1 to October 31 to become eligible for the sick leave ~~pool bank~~.
- B. Newly hired employees must donate one (1) of their sick days within thirty (30) days ~~after of employment notification of the sick leave bank benefit~~ to become eligible.
- C. All paid sick leave days contributed to the sick leave ~~pool bank~~ shall be deducted by the District from the contributor's sick leave account at the time of the contribution. Such contributions are irrevocable and shall remain in the sick leave ~~pool bank~~.
- D. A maximum of five hundred (500) hours in the sick leave ~~pool bank~~ will carry over to the next school year.
- E. If the cap reaches the maximum of 500 hours, then all members that donated in the current school year will be eligible to draw from the sick leave pool in the following school year without donating one (1) day to the pool. If a member has drawn from the sick leave pool during the current school year, that member would be required to donate one (1) day the following school year to be eligible.

14.4 Eligibility to collect from Sick Leave ~~Pool Bank~~

- A. ~~The employee must~~ must be a member of the sick leave ~~pool bank~~. The sick leave pool may be used for the participant's own personal illness or injury or the employee's

qualifying ~~FMLA/OFLA~~ family member ~~under the law~~.

- B. District records shall show that the employee has exhausted their sick leave, vacation time and paid personal leave days.
- C. The employee or the employee's qualifying ~~FMLA/OFLA~~ ~~under the law~~ family member has experienced an illness or injury that has prevented them from performing their duties or requirements for more than ~~three (3) five (5)~~ working days and has a doctor's statement in writing clarifying their illness or injury rendering them unable to perform their job requirements. ~~The current practice of keeping employees whole shall remain.~~
- D. Employees cannot draw from sick leave ~~pool bank~~ if they are receiving payment from workers' compensation or for absences for which compensation is payable by any other source, such as third-party litigation, liability claims, etc.

14.5 Committee

- A. The sick leave ~~pool bank~~ shall be overseen and administered by a committee that consists of at least three (3) classified employees named by the union.
- B. The decision of the committee is final. If the request is denied the employee may request a written reason for denial.

14.6 Regulations Regarding Use

- A. The maximum number of sick leave ~~pool bank~~ days an employee can use in a school year is fifteen (15) days. Additional days may be requested but shall be approved only upon mutual agreement between the Association chapter president and the Superintendent ~~or designee~~.
- B. If any member of the sick leave pool leaves the District for any reason, their donations will remain in the bank.
- C. At the time of retirement under PERS, current members of the sick leave ~~pool bank~~ who have sick days remaining may contribute an additional three (3) days to the ~~pool bank~~ provided sick leave balances have not already been provided to PERS.

14.7 Records

- A. The District shall keep accurate records of hours accumulated by the sick leave **pool bank** and sick leaves used by the **pool bank** members and report these to the sick leave **pool bank** committee at the end of each school year.

14.8 Mid-Year Donations

- A. In the event the **pool bank** balance falls below **sixteen (16) forty 40** hours, pool participants will have the opportunity to contribute an additional day.

- 14.9 The Association will be responsible for the implementation of the sick leave **pool bank**. At the request of the Superintendent or designee, the Association will provide the District **with** a written statement of sick leave hours donated and used.

Asha Bemrose 8/10/23

[Signature] 8/10/23

ARTICLE 15: VACATIONS

15.1 Vacation Accrual

Years Worked as a Twelve (12) Month Employee	Paid Vacation Days
After One (1) Year	Ten (10) Days
After Five (5) One (1) Three (3) Years	Fifteen (15) Days
After Ten (10) Five (5) Years	Twenty (20) Days
After Ten (10) Years	Twenty-five (25) Days

- A. Newly hired twelve (12) month employees begin accruing vacation credit from the date of their hire, but vacation credit earned prior to one (1) year of service shall not be taken until completion of one (1) year of service unless otherwise approved by their building administrator or director (whichever is appropriate).
 - B. An employee's vacation time shall be figured on the employee's previous year of employment.
- 15.2 Employees who normally work less than eight (8) hours per day shall be entitled to vacation on a proportionate basis; that is, an employee working three (3) hours per day is entitled to the appropriate number of three (3) hour days of vacation.
- 15.3 A twelve (12) month employee shall request the dates of their vacation at least fourteen (14) calendar days in advance by putting the dates in the online absence system. If, during student-contact days, two (2) or more twelve (12) month employees request the same day(s) off and the matter cannot be resolved by the parties seeking to take the same time off, the employee who scheduled the time off first will be the person granted the time off. If the employees scheduled the request for the time off on the same day at the same time, then the employee with the greatest District seniority will be granted the request for the time off. However, an employee shall not be given their length of service consideration more than once in any two (2) year period. During non-student contact time, twelve (12) month employees are encouraged to submit their requests for time off as early as possible. In the event that a number of employees are requesting the same day(s) off so as to prevent the District from functioning as needed, the administrator or director (whichever is appropriate) will deny requests as necessary. Requests will be honored in the manner previously described. The building administrator or director, whichever is appropriate, must notify the employee via email within five (5) days of the request for time off if their request must be denied.
- 15.4 Upon separation for any reason, an employee shall receive a lump sum payment equivalent to the number of days of unused vacation time accrued.

15.5 Each year, an employee will be allowed up to one-hundred-twenty (120) hours of vacation to be rolled over to the following year. There are no exceptions.

15.6 Of the 120 vacation hours identified in 15.5, an employee may opt to roll over eighty (80) of those hours and be paid for the remaining forty (40) hours.

Aella Benowitz 8/10/23

[Signature] 8/10/23

corrected

JB

August 8, 2023

ARTICLE 16: INSURANCE

16.1 The District shall make insurance contributions for employees in the bargaining unit working ~~six (6)~~ **four (4)** or more hours per day as outlined below:

A. All ~~full-time (six (6) hours or more)~~ **4-8 hour**, nine (9) month to twelve (12) month employees will be eligible to enroll in the following insurance year-round: family medical insurance, family dental insurance, and family vision insurance. Health insurance shall be purchased by the District through the Oregon Educators Benefits Board (OEBB) from companies acceptable to the District and Association.

B. District Health Insurance Contribution Rates

1. Specific amounts and language for all plans, including HRAs and HSAs, will be listed **on in** Appendix C: Insurance.

2. During the open enrollment period in each year of the Agreement, employees may select from **all the health insurance plans agreed upon offered by OEBB by both the Association and the District.**

C. The District agrees to continue the Section 125 medical premium deduction program, in accordance with federal regulations, to allow employees to take a pre-tax deduction for medical premium deductions.

16.2 **Prorated Rates**

A. **The District will pay 100% insurance premium cap for all Seven (7) to eight (8) hour employees. For employees who work less than seven (7) but more than four (4) hours, the district will pay a prorated premium based on employee's number of work hours:**

- 1. 4-hour employee, the district pays 50% of the insurance premium**
- 2. 5-hour employee, the district pays 75% of the insurance premium**
- 3. 6-hour employee, the district pays 88% of the insurance premium**

B. **Less than seven (7) hour employee**, as defined in this article, opts for insurance coverage, the remainder of the premium due for such coverage shall be withheld from the employee's paychecks.

16.3 **Insurance Pool**

A. There shall be an insurance pool established on 7/1/2023. The money in the pool will be managed by the District. The Union Executive Board will provide direction for the distribution of funds in the insurance pool annually. The District and the Union

will follow all laws.

B. In the first year only, the District shall grandfather the current six (6) hour employees who receive 100% of the insurance cap. The years following the insurance pool will be utilized.

C. Each year thereafter, this pool shall be funded with the opt-out monies that result when any bargaining unit employee chooses to opt out of the district insurance benefits. The formula for this is the difference between the designated monthly insurance CAP (x) and annual Opt-out Stipend (y), and HSA district contribution (z).

Example: District Pool Contribution = $x - (y + z)$

D. Annually, on June 30, the unused balance of the pool fund account will roll into the new fiscal year's pool account.

E. Access to the insurance pool fund needs to follow insurance open-enrollment dates and rules.

16.34 Except in accordance with Article 8.3, employees working less than a full contract year shall have benefits terminated on the first day of the month following termination of employment. Employees who complete their **contractual** obligations for the full contract year shall have their benefits terminated on September 30. Employees may elect to continue insurance coverage in accordance with federal law at their own expense.

16.5 The Oregon Paid Family Leave (OPFL)

A. OPFL program will apply to all members of the bargaining unit. The District will pay 40% of the 1.0% contribution rate, and each employee will pay 60% of the 1% total contribution rate.

B. Employees may choose to use their accrued leaves to make up the difference between their Paid Leave Oregon (PLO) payment and their normal weekly pay rate.

16.6 Insurance Cap

A. The insurance cap will increase to \$1623 a month, pro-rated on the insurance index.

B. High Deductible Option:

a. If the employee chooses a high deductible plan, then the district will place \$200 will be placed in an HSA for that employee monthly (\$2400 annually).

C. Opting Out of Insurance:

a. Medical, Dental, & Vision opt out benefit will be \$600 (\$320 toward an HSA/HRA and \$280 stipend monthly).

b. "Medical Only" opt out benefit will be calculated on the following formula:

i. the difference between the the opt-out benefit above (x) and annual dental premium (y), and vision premium (z).

ii. Example: $\text{Benefit} = \$600 - (y+z)$

D. The insurance cap will be raised by the following amounts.

a. 2023-24 \$1623

b. 2024-25 \$1650

c. 2025-26 \$1675

16.7 Long-Term Disability Insurance

The district will select and purchase a long-term disability insurance plan through Oregon Educators Benefit Board (OEBB) for all classified employees.

Arla Benowitz
For the Union

Date

8/23/23

Janell Blackwell *8/23/23*
For the District

Date

ARTICLE 17: GRIEVANCE PROCEDURE

17.1 **Definitions**

- A. A grievance is a claim that there has been a violation, misinterpretation, or misapplication of the terms and conditions of this Agreement.
- B. A "grievant" is a bargaining unit member, a group of bargaining unit members, or the Association who initiate(s) a grievance on behalf of Chapter 122 bargaining unit member(s), as defined above.
- C. The term "days" shall refer to days when the District Office is open.

17.2 The Board will maintain and follow all policy and administrative rules by which bargaining unit members may bring concerns to the Board.

17.3 The Association and District shall hold labor/management meetings **monthly or** as needed.

17.4 **Time Limits**

- A. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step of the procedure shall be considered a maximum, and the time limits specified may be changed by mutual agreement, in writing, between the District and the Association.
- B. Failure of the District to respond within the time limits set forth will constitute a rejection of the grievance and thereby allow the grievant to take the grievance to the next step within the time limit specified. Failure on the part of the grievant to pursue a grievance within the time limits specified shall constitute a resolution of the grievance in accordance with the terms of the District's response at the preceding step.

17.5 **Procedure**

A. Step One - Supervisor/Principal - Verbal

Informal level: The grievant, either individually or through the Association's grievance representative, shall discuss the grievance with the principal or immediate supervisor with the objective of resolving the matter informally; within thirty (30) days of the occurrence of the grievance, or within thirty (30) days of when the person becomes aware of the alleged grievance, or while an alleged unfair or inequitable condition exists as a result of a violation, misinterpretation, or misapplication of the terms and conditions of this Agreement, whichever occurs later.

B. Step Two - Supervisor/Principal - Formal Level Written:

If this discussion does not resolve the concern, the grievant may, within fifteen (15) days, submit the grievance in writing to the supervisor. The written

grievance must specify the **specific** management action or inaction being grieved, the Agreement article or articles, sections, and paragraph(s) alleged to have been violated, and the **specific** remedy being sought. The principal or supervisor shall have fifteen (15) days in which to respond in writing to the grievance.

C. Step ~~Two~~ **Three** - Superintendent - **Written:**

green
If the result of step two does not resolve the concern, the grievant may, within fifteen (15) days, submit an appeal in writing to the superintendent. The Superintendent shall have ~~ten (10) days~~ **fifteen (15) days** in which to respond in writing to the grievance.

D. Step ~~Three~~ **Four** - Arbitration

In the event the grievant is dissatisfied with the decision of the Superintendent, the grievant may ask the Association to submit the grievance to binding arbitration. If the Association agrees, and so states in writing, the following procedure shall apply:

1. Within fifteen (15) days of the Superintendent's decision at Step ~~Two~~ **Three**, the Association and the grievant may make written demand to arbitrate the grievance.
2. The Association shall request a list of seven (7) arbitrators from the Employment Relations Board (ERB). The parties shall then select an arbitrator from that list by such method as they may mutually determine.
3. The conduct of the arbitration hearing shall be pursuant to the American Arbitration Association rules. The arbitrator shall hold a hearing promptly and shall issue a decision no later than thirty (30) calendar days from the date of the close of the hearing, or if oral arguments have been waived, then from the date the final arguments are submitted in writing to the arbitrator. The arbitrator's decision shall be in writing and shall set forth the arbitrator's findings of fact, reasoning and conclusions on the issues submitted in accordance with the definition of a grievance subject to arbitration. The arbitrator may not add to, subtract from, or amend terms of this Agreement and shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is a violation of the terms of this Agreement. Insofar as the decision involves only matters subject to arbitration as above defined, such decision shall be final and binding upon the grievant and the parties to this Agreement.
4. Fees and expenses of the arbitrator shall be borne equally by the parties. Each party shall be responsible for compensating its own representatives and witnesses. Any other costs incurred shall be borne by the party incurring the same.

- A. Should the processing of any grievance require an employee to be released from a regular assignment, the employee shall be released without loss of pay or benefits.
- B. All documents, communications, or records of a grievance shall be filed separately from the District personnel files. The grievant shall be permitted to inspect this file at the resolution of the grievance. A staff member from Human Resources will be present to observe at the time of inspection.
- C. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, **any** representative, **any** member of the Association, or **any** participant in the grievance procedure by reason of such participation.
- D. No meeting or hearing under this procedure shall be conducted publicly, subject to the Public Meetings Law.
- E. The grievant may speak on their own behalf **or may** be represented at **all the first step stages** of the grievance procedure by a designated representative **or another person to appear with them. Once it moves to a formal (written) grievance, a union representative must be present at each of the remaining steps.** In a group grievance, it is not expected for all the grievants to attend all steps of the procedure. The Union shall be allowed to be present at all stages of the process. No grievance shall be pursued to binding arbitration except by the Union. The Union shall not be required to pursue any grievance which, in its sole determination, lacks merit.

Aella Benrose 6/8/23
For the Union Date

[Signature] 6/8/23
For the District Date

Corrected

AB

ARTICLE 18: DISCIPLINE/JUST CAUSE

- 18.1 An employee will not be **disciplined** reprimanded, reduced in rank or compensation, suspended, demoted, or terminated without just cause.
- 18.2 The District shall offer Union representation to employees for all disciplinary/investigatory meetings.

This just cause provision does not apply to a probationary employee; probationary employee just cause grievances are not arbitrable, nor subject to an unfair labor practice complaint for breach of contract.

An employee who has been demoted or dismissed for any reason shall be entitled, in accordance with ORS 332.544, to a hearing before the School Board of the District if a written request is filed with the Board within fifteen (15) days of the dismissal or demotion. At the hearing before the School Board, the Board shall examine the following issues:

Asha Bemrose

For the Union
Date

8/23/23

Date

Daniel Blackwell

For the District

8/23/23

ARTICLE 19: RETIREMENT

19.1 An employee wishing to retire during the school year and intending to work for the District for the remainder of that year must notify the District of such by November 1 of that year. **The district reserves the right to approve or deny a request to work back the remainder of the work year.**

19.2 Notice of intent to retire shall be binding on the retiree. Once written notice is given to the District of intent to retire, the District shall proceed with replacement procedures. The retiree shall be considered to have given final and irrevocable notice of retirement/resignation.

19.3 If an employee takes advantage of the work back provisions allowed under PERS and the law, they will retain at their current rate of pay but will start over in all other regards (except needing to complete a probationary position) as a new employee for all other benefits. If reductions in force become necessary, these employees ~~must~~ may be laid off prior to any other regular employee.

19.4 Exceptions to the above can be made by agreement between Union and the District as needed. If a reduction in force forces a lay-off and a retired employee is selected over another employee, NSSD agrees to discuss with the union President & OSEA Union Representative prior to a notification to employees.

Aella Bemora 5/23/23
For the Union Date

[Signature] 5/23/23
For the District Date

ARTICLE 22: JOB CLASSIFICATIONS/ Reclassification/ Change Process

22.1 The District will post all job descriptions for positions of the classified bargaining unit on the District website in a place accessible to unit members.

22.2 Before changing an existing employee's job classification, the HR Director and Association chapter president will meet to discuss the change and the employee's new rate of pay. In addition, any request from an employee to review their classification and rate of pay will be reviewed by the HR Director and the Association chapter president. All job modification

22.3 Reclassification/Change Process (Step Placement) JB 8/10/23
GH 8/10/23

A. The employee/supervisor/administrator may submit a reclassification/change request in writing to the Human Resources Director. The request shall contain the following information:

- (1) Current job position and salary range placement.
- (2) Employee's requested salary range placement.
- (3) The rationale for the requested placement change.
- (4) Employee signature (An email received from an employee's District account shall meet this requirement).

B. Upon receipt of a request for reclassification/change, within 10 working days an email response shall be sent by Human Resources to the employee, with a copy to the Union Chapter President, acknowledging the reclassification request.

22.4 Any new or modified positions shall be bargained according to ORS 243.698.

22.3 ~~Reclassification (Salary Range)~~

a. ~~Should either the District or the Union desire to change the placement of any position on the salary schedule, the proposed change will be brought to the attention of the other party and discussed.~~

b. ~~The District recognizes that the duties and responsibilities of a classified position can be modified by two means. One is a change in the job description, and the other is an evolution of the job functions as a result of the needs of the District.~~

(1) ~~When the District changes the duties of the job by way of a change in the job description for a position, the District shall meet with the Union about the salary schedule placement of the employee that fills that position.~~

a. If the parties agree to a placement, the employee shall be placed there, retro to the first day of change, including salary range placement, and the matter resolved.

b. If the parties do not reach agreement, then the matter shall be handled under the terms of this Article.

(2) When the change is the result of an evolution of the job functions, the employee may request a reclassification of the job, consistent with the procedures in this Article.

22.4 — Reclassification Procedure

b. If an employee feels that the alignment of their position on the salary schedule is not appropriate, the employee may submit a reclassification request in writing to the Human Resources Director. The request shall contain the following information:

(1) Current job position and salary range placement.

(2) Employee's requested salary range placement.

(3) Rationale for the requested placement change.

(4) Employee signature (An email received from an employee's District account shall meet this requirement).

c. An administrator may also submit a request for reclassification on behalf of an employee or group, as may the Union. Such request shall include items listed above.

d. Upon receipt of a request for reclassification, an email response shall be sent by Human Resources to the employee, with a copy to the Union Chapter President, acknowledging the reclassification request.

e. Within ten (10) days of receipt of a reclassification request, Human Resources shall notify the committee of the request, in writing and including a copy of the request, together with any supporting documentation, with a copy to the Union Chapter President. A date will then be established by the Classification Committee for the hearing of the request.

f. At the time of the hearing, the requesting party shall have the responsibility of presenting evidence of the need for reclassification. This may be presented either in person, or in writing, or both. The evidence should concentrate on the job duties for the current classification and how those have or will change in the new classification. An administrator in charge of the area shall be consulted as well. The committee may ask questions of anyone present, and may make such additional inquiries, as the committee deems appropriate.

g. Within ten (10) days after the close of the hearing, the Classification Committee will confer and reach a decision concerning the reclassification. The decision shall

immediately be communicated to Human Resources and the Union Chapter President.

h. A decision of the Classification Committee is not subject to the grievance procedure. If the Committee is deadlocked, the matter will move to the superintendent and only the decision of the superintendent denial can be processed through the grievance procedure.

i. Once a request is heard and decided, the employee may not again ask for reclassification again until the next school year, the only exception being if a substantive change occurs in the major job functions in the employee's position description.


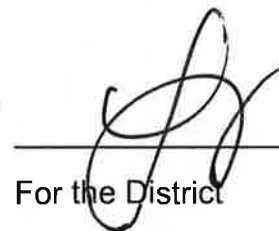
j. If a position is reclassified to a higher range, the employee's placement on the classified salary schedule will be on the new range and the same step they held prior to the reclassification that is not lower than their current rate of pay.

22.5 Change Process (Salary Step)

a. If an employee feels that they have not been placed at the appropriate salary step based on their relevant experience, or because of an error, etc. they may submit a change request in writing to the Human Resources Director. The request shall contain the following information:

- (1) Current job position and salary step placement
- (2) Employee's requested salary step placement.
- (3) Rationale for the requested placement change, including evidence of how/why they believe they weren't placed properly

b. The same process outlined in above in 22.4 shall be followed.

	<u>8/10/23</u>		<u>8/10/23</u>
For the Union	Date	For the District	Date

ARTICLE 23: TERM OF THE AGREEMENT

23.1 The duration of the Agreement shall be from July 1, 2023, through June 30, 2024. The parties will meet to begin discussing a timetable to begin negotiations on a full successor agreement no later than April 30, 2023.

23.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and the understandings and agreements arrived at by the parties after the exercising of that right and opportunity are set forth in this Agreement. Each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter covered by this Agreement. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the Board's direction and control, however, the Board recognizes its statutory obligation to notify the Association and to bargain upon request any unilateral changes in mandatory subject under ORS 243. 698.

23.3 Executed on this _____ day of _____ in Stayton, Oregon, by the undersigned officers of the authority of and on behalf of the North Santiam Board of Directors and the Oregon School Employees Association, North Santiam Chapter 122.

Sella Bemrose
Sella Bemrose, Local Chapter President

[Signature]
Date

Hobe Williams, OSEA Representative

Date

Lee W. Loving, Superintendent

Date

Sella Bemrose 8/10/23
For the Union Date

[Signature] 8/10/23
For the District Date

ARTICLE 24: Safety (New)

1. Student Behavior

a. The building principal and staff will develop a classroom and discipline procedure which will be given to each staff member at the beginning of each school year.

b. The primary responsibility for the students' conduct within and related to the classroom rest with the classroom educator. Staff likewise are expected to share in the responsibility for the control and discipline of students in, around and/or otherwise related to the total school, its functions and its activities.

c. Procedure:

(1) When it is the judgment of a staff member that a student's behavior is disruptive in the manner that is requiring immediate action, the employee is authorized to contact the building administrator(s) or their direct supervisor and follow district procedures to address student behavior, including but not limited to removing the student.

(2) Classified employees may document student behaviors using the OGSD referral system.

(3) If needed or requested, the outcome of the discussion between the administrator and student will be shared with the classified employee and a plan for further action will be discussed.

(4) Communication and/or conference will take place during the staff member's work shift, or on paid time.

2. Employee Safety

a. All employees have the right to work in an environment safe from harm, intimidation and victimization.

b. Employees who are intimidated, bullied, threatened or abused will report unsafe behavior to their immediate supervisor without the threat of retaliation or discipline. Complaints can be filed according to Board Policy. Any changes made due to the investigation would be communicated to the employee that filed the complaint.

c. The Union will select members to be a part of a committee to assist the District in reviewing student behavior.

- d. Employees have the right to refuse to provide services in a clearly hazardous situation without the threat of retaliation or discipline. Employees should report unsafe conditions to the District Safety Committee and refer to Board.
- e. If an employee feels they are working in an unsafe environment, they will report their concerns to their immediate supervisor. Employees should report unsafe conditions to the District Safety Committee and refer to the Board Policy. Together, a plan will be made to ensure that the employee feels safe and protected from harm.
- f. The District will follow all federal, state, county, local and District-established laws, policies and procedures.

3. Hazardous Equipment

- a. Employees have the right to refuse to use equipment that is hazardous, damaged or unsafe without the threat of retaliation or discipline. Employees should report unsafe conditions to the District Safety Committee and refer to Board Policy.
- b. If an employee deems equipment to be hazardous, damaged or unsafe, they will immediately report their concerns to their supervisor. Employees should report unsafe conditions to the District Safety Committee and refer to Board Policy.

4. Safety Training

All employees will be expected to complete safety trainings and this time shall be scheduled during paid work time to complete these trainings.

24.1 Any employee required to work in a hazardous situation, including situations that may involve students, shall receive adequate training for such situations or duties. The District shall provide any and all safety equipment and information to the extent allowable under federal and state law, regulation, or policy which would be required for the protection of the employee who is required to perform hazardous duty. Employees are required to use any and all safety equipment provided in the performance of hazardous duty. If safety equipment is not available, no employee shall be required to perform any hazardous duty. Employees are required to immediately bring safety concerns and problems to the attention of their supervisors. The District and the Union shall attempt to resolve issues under this article through the district safety committee.

Green

MEMORANDUM of UNDERSTANDING

Agreement between North Santiam School District and OSEA Chapter No.122

Beginning with the 2025-26 school year any OPSRP employee that has forty (40) or more sick leave days (at their FTE) can, at their discretion and with notification to the District each June, elect to have the remaining days over the above amount paid into a 403b account of their choosing offered by the District. There shall be a maximum of up to five (5) days cashed out per school year.

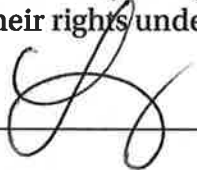
This MOU is not enforceable unless the following signatures are present:

- Designee of the employer,
- Designee of OSEA, and
- The Chapter President (or their designee)

This MOU does not go into effect until it has been ratified by the local union chapter membership. OSEA will notify the employer when that has occurred.

Any disputes involving this MOU shall be handled in accordance with the grievance procedure of the collective Bargaining agreement. Nothing in this agreement is meant to deprive a member of their rights under the law.

For the District:



Date:

8/10/23

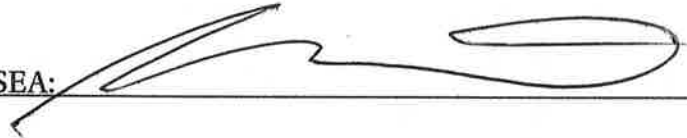
For the Chapter:



Date:

8/10/23

For OSEA:



Date:

8-10-23

Mission/Vision/Principles

Sept 6, 2023

Objective of the Evening:

- Determine our Mission/Vision/Values/Goals going forward in SY 2023-2024.

Review:

Current M/V/P as printed in every Agenda:

- *Vision: We change kids' lives...through a commitment to excellence, integrity, equity, and community engagement.*
- *Mission: Ensure Students Reach their highest academic and vocational potential and develop into productive citizens.*
- *Guiding Principle: Do what is best for **all** kids.*

Review:

we all have some wordsmithing issues but feel they are solid in general.

- *Vision: We change kids' lives...through a commitment to excellence, integrity, equity, and community engagement.*
- Underlined words in vision are essentially values we could call out differently.
- Equity is now a charged word. (*However, equity and belonging are not synonyms*).

Review:

we all have some wordsmithing issues but feel they are solid in general.

- *Guiding Principle: Do what is best for **all** kids.*
- “All” was added in past...to be inclusive? For same reasons equity is present?

Decision Point #1:

Guiding Principles or Guiding Values?

- Translate District Goals into Principles?

Decision Point #1:

Option 1...Translate District Goals into Principles:

- Do what is best for all kids.
(I think this embodies equity. Proportional fairness...what is best for each kid...)
- Strive for excellence in action, and result.
- Maintain community trust with honest and incorruptible relationships, action, and intent.
- Responsibly invest in the personnel, programs, and facilities necessary for excellence in student achievement.

Decision Point #1:

Option 2...Create Guiding Values (pick 4-7):

- Adaptability
- Accountability
- Appreciation
- Achievement
- Analytic
- Belonging
- Budget
- Community
- Compassion
- Cooperation
- Communication
- Courage
- Competition
- Culture
- Comprehensive
- Commitment
- Citizenship
- Development
- Discipline
- Engagement
- Excellence
- Equity
- Empathy
- Focus
- Gratitude
- Growth
- Harmony
- Humility
- Integrity
- Intellectual
- Improvement
- Inclusion
- Individualism
- Justice
- Kindness
- Leadership
- Measurable
- Potential
- Productive
- Perseverance
- Progress
- Proactivity
- Quality
- Responsibility
- Relationships
- Respect
- Sustainable
- Teamwork
- Thoughtfulness
-

Decision Point #2:

Revise Vision Statement (“what we do”)?

Current (what and how):

We change kids’ lives...*through a commitment to excellence, integrity, equity, and community engagement.*

An Alternative Suggestion for Vision (strictly a “what we do”):

“(Ensure*) students reach their highest intellectual, social, (aesthetic*), and vocational potential as they become vibrant contributors in our communities.”

*(*I can explain)*

Decision Point #3:

Revise Mission Statement (“how we do it”)?

Current:

We (ensure*) students reach their highest academic and vocational potential and develop into productive citizens. (**different word?*)

An Alternative Suggestion for Mission:

(...Inspired by the simple “We Educate Kids.” Suggestion from the goals workshop...)

“Provide each student with accessible opportunities and support their measurable growth and development by providing instruction, practice, and attention in academic subjects, (the arts, trades, and professions.*)” (**any good word for all three of these as one?*)

Decision Point #4:

Continue to have Board Goals?

- Growth Goal?
- Achievement Goal?
- Other Goal?

Decision Point #5:

What should the district (organization) goals become?

- Driven By Strategic Planning outcomes?
- Or, is that process driven by these goals?

THEN, and only then...should we address how and who should lead strategic planning.

**Proposal submitted by Board Member Coral Ford during meeting*

Board Personal Goals:

(By goal, I mean a challenge to accomplish these, but if we don't hit them, then we give each other grace, adjust as needed, and try again next year.)

*Learn about applicable insurance policies for future contract negotiations (i.e. Sup), so we can make informed decisions (Goal Date: By 3/31/24).

*Learn about _____, so we can _____. (Goal Date: ____)

*Each Board Member attends at least 1 Soup with the Sup to seek to understand community's needs, listen, and develop relationships.

*Meet with each Board Member at least once a year one-on-one, or groups of 3 to get to know each other, in hopes to build and strengthen board relationships.

*Each Board Member attends at least 1 OSBA Conference during their 4-year term, so that we learn and network with other Districts.

*Each Board Member attends a variety of at least 5 extracurricular events during the school year to understand District programs better and to support our students (by variety, meaning that it isn't just 5 football games, but a combo of different programs, for example: band concert, volleyball game, school plays, baseball game, and FFA auction).

*Each Board Member attends at least one graduation each year.

*Each Board Member attends at least one school tour each year.

*Each Board Member meets with the Superintendent at least 3 times a year.