CONTRACT BETWEEN THE

OREGON SCHOOL EMPLOYEES ASSOCIATION
FERN RIDGE CHAPTER 35

and

LANE COUNTY SCHOOL DISTRICT 28J

A Member's Union
OSEA
AFT Local 6732

FOR FISCAL YEARS 2017-2020

THIS CONTRACT is made and entered into the _____ day of _____, 2017 by the Oregon School Employees Association, Chapter 35, hereinafter referred to as the "ASSOCIATION" and the Fern Ridge School District 28J, hereinafter referred to as the "DISTRICT."

NOW, THEREFORE, the parties hereto agree to be bound by the covenants set forth on the following attached pages. Throughout the life of this contract the FRSD and the OSEA representative will meet periodically and draft Memoranda of Understanding as necessary.

TABLE OF CONTENTS

ARTICLE 1 STATUS OF AGREEMENT 4

ARTICLE 2 MANAGEMENT RIGHTS AND RESPONSIBILITIES 6

ARTICLE 3 ASSOCIATION RIGHTS AND PROVISIONS 10

ARTICLE 4 HUMAN RESOURCES 12

SECTION 1—SENIORITY 12
SECTION 2—NEW EMPLOYEES 13
SECTION 3—SALARY 13
SECTION 4—MEAL AND REST PERIODS 16
SECTION 5—RECLASSIFICATION 16
SECTION 6—HOLIDAY AND VACATION 17
SECTION 7—DOMESTIC PARTNERS 19
SECTION 8—WORKERS COMPENSATION 20
SECTION 9—LEAVE 20
SECTION 10—SICK LEAVE & LONG TERM ILLNESS 22
SECTION 11—LEAVE DONATION 23
SECTION 12—PROFESSIONAL DEVELOPMENT 23
SECTION 13—HEALTH BENEFITS 23
SECTION 14—RETIREMENT 24
SECTION 15—WORK AFTER RETIREMENT 25
SECTION 16—PERSONNEL FILES 26
SECTION 17—DISCIPLINE/DISMISSAL 27

ARTICLE 5 GRIEVANCE PROCEDURE 30

ARTICLE 6 SEPARABILITY OF PROVISIONS 34

EXECUTION/SIGNATURES 35

APPENDIX A 35

LEAVE DONATION POLICY 36

SECTION 1 ELIGIBILITY 36
SECTION 2 PROCEDURE 37

APPENDIX B PROFESSIONAL EDUCATION PROGRAM (PEP) 42

SECTION 1 EDUCATION PROGRAM OPPORTUNITIES 42
SECTION 2 GUIDELINES FOR USE PEP FUNDS 42
SECTION 3 PEP FUNDING 43

APPENDIX C SALARY SCHEDULE 2017-2018 SCHOOL YEAR 44

SALARY SCHEDULE 2018-2019 SCHOOL YEAR 45

SALARY SCHEDULE 2019-2020 SCHOOL YEAR 46

ARTICLE 1
STATUS OF AGREEMENT

Section 1: Association Recognition. The District recognizes the Association as sole and exclusive bargaining representative for all regular and probationary full-time and part-time classified employees of the school District. Excluded from the bargaining unit are all substitute employees, supervisory and confidential employees, contracted employees, and temporary employees working ninety (90) consecutive work days or less.

For the purpose of this contract, a "temporary employee" is one who is hired for a period not to exceed ninety (90) consecutive work days to fill a position created for the purpose of completing a "specific task" that will not be done on a regular basis. After the ninety (90) consecutive work days of employment, the temporary employee shall be put into the Classified Bargaining unit and shall be entitled to all applicable contract benefits. Any "specific task" over ninety (90) consecutive work days the District will bargain with the Association.

For the purpose of this contract, a "substitute employee" is one hired for the purpose of filling the position of an absent employee.

Temporary employees and substitute employees will not be used to permanently replace a regular classified position. This provision will not be construed so as to prevent a temporary or substitute employee from applying for a vacant regular classified position.

The District will notify the Association twenty (20) working days in advance of upcoming temporary assignments. The District agrees, providing that there is no expectation that position will be provided because of interest expressed by Association members(s). The District reserves the right to fill the position as it best meets the District's needs.

Section 2: Duration of Agreement.

A. Effective date of this agreement is **July 1, 2017**, and it shall continue in effect through the **30th day of June 2020**.

B. This Agreement shall not be modified in whole or in part by the parties except by mutual agreement and by an instrument, in writing, duly executed by both parties.

Section 3: Funding of Agreement.

A. The parties recognize that revenue needed to fund the provisions of this Agreement must be approved by established budget procedures. The Oregon

Legislature, the people of the state of Oregon and local taxpayers all have a role in the process.

B. Negotiations will begin no later than February 1 of any negotiation year with notification to negotiate having been expressed in writing by January 15 of the negotiating year.

C. This Agreement does not guarantee any level of employment.

Section 4: Strike and Lockout.

A. Strike. The Association and members of the bargaining unit agree that they will not participate in any strike, work stoppage, slow-down, or other concerted work action during the term of this Agreement.

B. Lock-Out. The District agrees that during the term of this Agreement there will be no lock-out of employees in the bargaining unit.

ARTICLE 2
MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 1. Management Rights. It is recognized that the District has, and will continue to retain, the right to operate and manage the school system and its programs, facilities, properties, and those activities of its employees related to their duties and performance. Without limiting the generality of the above, it is expressly recognized that, subject to this Agreement, the District's operational and managerial rights shall include but not be limited to, the following:

A. The right to determine location of the schools and other facilities of the school system, including the right to establish new facilities and to relocate or close old facilities.

B. The determination of the financial policies of the District, including the general accounting procedures, inventory of supplies and equipment procedures and public relations.

C. The determination of the management, supervisory administrative organization of each school or facility in the system, and the selection of employees for promotion to supervisory, management, or administrative positions.

D. The maintenance of discipline and control.

E. The control and use of the school system property and facilities.

F. The determination of safety, health and property protection measures where legal responsibilities of the District or other governmental units are involved.

G. The right to enforce the rules and regulations now in effect and to establish new rules and regulations from time to time.

H. The direction and arrangement of all the working forces in the system, including the right to hire, suspend, discharge, recommend corrective action, or transfer employees and to maintain files to carry out this function.

I. The determination of the size of the working force, the allocation and assignment of work to employees, the determination of policies affecting the selection of employees, and the establishment of quality standards and judgment of employee performance.

J. The determination of the layout and the equipment to be used and the right to plan, direct and control school activities, and the determination of the subjects taught.

K. The right to establish and revise the school calendar, establish hours of employment, to determine the time, days and manner of payment, to schedule classes and assign workloads, and to define job descriptions.

L. The right to make assignment for all programs of an extra-curricular nature.

Section 2. Job Opening Notification.

A. The District will post in District written notification of each job opening, each location, and starting date within the bargaining unit five (5) working days prior to closing the application period. The District shall post position openings on the District's web page. The District retains the right to fill each job with a substitute if necessary. One copy of the posting will be sent to the OSEA president's email.

B. A selection committee will be used to interview and recommend candidates for positions. The OSEA President shall designate a bargaining unit member to serve on the selection committee.

C. All applicants will be considered in making an assignment and the best qualified, as determined by the District, will fill the vacancy. Qualified in-District applicants will be afforded an interview and given first consideration.

1. If an outside applicant is selected over a current employee who has applied for the vacancy, the outside applicant selected must possess, in the District's judgment, skill, ability, and/or experience to a degree greater than the in-District applicant.

2. Upon written request, an Employee who was an applicant and was not selected shall be afforded an opportunity to receive feedback from a District representative.

D. The District may hire new employees up to step 3 of the salary schedule based on past experience and qualifications in the classification for which he/she is hired.

E. An Employee who has been selected for a higher pay range job title shall be placed on the first step of the higher pay range which provides an increase above that presently earned.

F. An Employee who has been selected for a lower pay range shall be placed on the lower pay range at the step corresponding to that which the Employee was placed when in the higher pay range.

G. Additional hours shall be posted as a job opening, unless:

1. The amount of hours to be added is **one** (1) full hour or less and it does not:

   a. increase a position to seven (7) hours a day or thirty-five (35) hours a week.
   b. result in any increase of Health Care benefits under Article 4 Section 13.
   c. substantially increase or alter the normal duties of the position in question.

2. The employee agrees to have their hours extended.

3. The Association is notified in writing five **(5)** business days in advance of any proposal to increase hours taking effect under this Section.

Section 3. District Initiated Transfer. District initiated transfers are those in which an employee is transferred from one building to another, work area to another, or to fill a vacated position. When a District initiated transfer is proposed during the school year, the employee shall be notified five (5) days in advance and be given an opportunity to exercise his/her right to discuss the change and the written reasons thereof, with the administrators involved. The employee shall have the right to object in writing to the Superintendent. Criteria: District Initiated Transfer of employees may become a consideration due to needs of the District, such as:

A. Reduction in staffing numbers or level due to financial emergencies, building closures, or program elimination or reduction.

B. Interpersonal relationships are interfering with the efficiency and effectiveness of the position.

C. Proven strengths of an individual would be of greater benefit at another location.

While some involuntary transfers of employees from one school or department to another, or reassignment within a school or department is unavoidable, it is agreed that under normal circumstances involuntary transfer and reassignment of employees should be held to a minimum and not be used for disciplinary action.

Involuntary transfer decisions for the ensuing school year shall be processed prior to the end of the current school year if knowledge of the need is available.

Any District initiated transfer or assignment will be made only after a meeting between the employee and the immediate supervisor, at which time

the employee will be notified of the reasons and criteria for transfer. The employee may request the reasons in writing.

The base salary or hourly rate of pay will not be changed unless the transfer is to be a higher paying position.

If the District initiated transfer is to a lower job/class salary, the salary will not be decreased but will be frozen until the new job class salary level reaches the established salary in future years.

Section 4. Communications. To keep classified employees informed, the District will provide to the Association, via Board Book/District web page prior to regularly scheduled meetings, copies of agendas and official minutes of all public meetings. Board briefing materials and confidential information are excluded from this requirement.

ARTICLE 3
ASSOCIATION RIGHTS AND PROVISIONS
FAIR SHARE AGREEMENT AND ASSOCIATION DUES

Section 1. Personal Freedom. Personal Life: The personal life of an employee should not be an appropriate concern or be brought to the attention of the District unless it adversely affects the District's or employee's performances.

Section 2. Use of Facilities. The Association or committees of the Association shall be allowed the use of the facilities of the District for meetings upon request in writing and with the approval of the Superintendent. The Association agrees to pay any additional costs incidental to such use.

Section 3. Use of Equipment. The Association shall be allowed to use school facilities and office equipment upon request in writing and with approval of the Superintendent. After authorization is obtained, the cost of such use shall be paid by the Association.

Section 4. Bulletin Board Space. The District shall provide the Association with reasonable space to display communications to the Association members. Such space shall be available in each school or department where employees are working.

Section 5. Members Time Off. Any member of the bargaining unit, upon advanced approval of the Superintendent in each situation, may be granted time off with pay to attend conferences, workshops or meetings of interest to District 28J.

Section 6. Representatives Time off. The Association representatives, elected or appointed, may be granted time off, without pay, from their regular school duties, upon advanced approval of the Superintendent, to attend meetings of importance to the Association. Such meetings will be scheduled so as not to interfere with normal school duties whenever possible.

Section 7. Grievance Information. Upon the request of the individual employee, public information pertinent to their particular grievance will be made available by the District. Additional costs that result from the request for information will be paid by the employee or the Association.

Section 8. Association Representative. Upon notification to the Superintendent or designee, or the building principal or designee, non-local Association officials shall be allowed to visit on District premises with bargaining unit members so long as the bargaining unit member is on non-duty time and so long as the meeting does not interfere with, or interrupt, normal school operations. The non-local Association official shall observe all building rules relating to visitors.

Section 9. Fair Share Agreement. For all classified employees in the bargaining unit who are not members of the Association, the District shall deduct an amount from pay equal to the Association dues to be transmitted according to Section 3.3 of this Article.

Section 10. Association Dues Deduction.

A. The District agrees to deduct from the wages of new employees for the payment of dues to the Association as authorized in writing by the Association.

B. The District further agrees to continue to honor present dues deduction authorization executed by the employee in favor o the Association.

Section 11. Transmittal of Deductions. The District agrees to transmit the fair share deducted and the Association dues deducted as indicated in Section 9 and 10 of this Article to the Central Office of the Oregon School Employees Association.

Section 12. Hold Harmless. The Association and individual employees shall hold the District harmless from any claims, costs, or liabilities and indemnify the District for any costs arising from the compliance with this article, provided any District error is corrected within thirty (30) days of being brought in writing to the District's attention.

ARTICLE 4
HUMAN RESOURCES

Section 1—Seniority

Section 1.1 Length of Service. Seniority shall be defined as the total length of service as a classified employee within the District from the most recent date of hire. For accounting purposes, all authorized, unpaid leaves of absence will not count toward seniority, but will not break seniority. Classified employees who are laid off and subsequently recalled shall retain cumulative seniority for all periods worked except for the period of layoff.

Section 1.2 Layoff. When layoff becomes necessary, the District shall provide written notice to the Association and employee as early as possible, but will provide at least thirty (30) day notice prior to layoff unless waived by mutual agreement or an undetermined shortfall is imminent.

Section 1.3 Layoff of bargaining unit employees will be based upon seniority, but such layoff will occur by classification. Laid off employees will not be paid any salary or benefits during the period of layoff. Notwithstanding, a laid off employee may, at his/her own expense, continue insurance coverage, subject to the approval of the insurance carrier(s).

Section 1.4 A laid off employee who previously worked in a different classification for the District (within the definition of seniority in paragraph A), may "bump" an employee in the other classification as long two **(2)** conditions are met:

A. The laid off employee has greater District seniority than the person to be "bumped"; and,

B. The laid off employee had at least satisfactory evaluations while employed in the previous classification.

Section 1.5 Reduction in Hours. Any reduction in hours of an employee will be by seniority by classification.

Section 1.6 Recall. Recall rights shall exist for **twenty-seven (**27**)** months from the date of layoff. Any laid off employee not recalled according to this procedure within **twenty-seven (**27**)** months will be deemed to have resigned in good standing.

Section 1.7 Vacancies. Whenever the District determines that a regular vacancy exists within a classification which has experienced a layoff (within the last twenty-seven [27] months), laid off employees from that 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. The laid off employee will have **ten (**10**)** workdays to respond to the recall notice.

Failure to respond within the **ten (**10**)** days or rejection of any recall notice will cause the laid off employee to forfeit all recall rights and will be deemed to be a resignation.

Section 1.8 If no laid off employee has responded to the recall by classification, or if no further laid off employees exist from the classification, all other laid off employees may apply for the regular vacancy. Such application shall not prejudice the employ**ee's** rights to recall in his/her own classification.

Section 2—New Employees

Section 2.1 New Employee Probationary Status

A. Each new employee will serve a probationary period of six (6) months during which the Superintendent may dismiss the employee without cause. Upon recommendation of the supervisor and approval of the Superintendent, the probationary employee may be granted regular status. If regular status is not recommended at the end of the probationary period, the probationary period may be extended with mutual agreement by the association or the employee may be terminated.

B. Employees hired before January 1 of any school year shall advance (if otherwise eligible) one step on the salary schedule on the following July 1. Employees hired subsequent to January 1 of any school year shall advance (if otherwise eligible) one step on the salary schedule on the second following July 1. Thereafter, step movement will occur on each successive July1, until the employee reaches the top step.

Section 3—Salary

Section 3.1 Salary for Subsequent Years

A. For each year of this contract, eligible employees will move one **(1)** step on the salary schedule, effective July 1.

B. For 2017-2018 year, the wage increase will be 1.00% at each step of the salary schedule.

C. **For the 2018-2019 year, the wage increase will be 1.50% at each step of the salary schedule.**

D. **For the 2019-2020 year, the wage increase will be 1.75% at each step of the salary schedule.**

Section 3.2 Overtime/Compensatory Time. Eligible employees shall be compensated at the rate of time and one-half in the form of pay or compensatory time off for work under the following conditions (but not twice for the same hours):

A. All assigned work in excess of forty (40) hours in a work week (work week being Monday through Sunday).

B. Overtime must be pre-approved or employee will be disciplined up to and including dismissal from service to the District.

Overtime shall be computed to the nearest quarter hour. Overtime pay shall be based on the actual number of hours worked over **forty (**40**)** hours per week. For the purpose of computing overtime, all hours an employ**ee** actually works, plus paid holiday and vacation hours shall be credited as time worked in computing total work period hours. All overtime must be approved in advance by the Superintendent or Superintendent's designee.

C. The District may offer an employee compensatory time in lieu of overtime pay at the overtime rate of 1.5 hours for each approved hour of overtime earned. Should this be the case, the arrangement will be reduced to writing with forty-eight (48) hours with a copy going to the District's Business Manager. The District and the employee will attempt to mutually agree as to when the compensatory time off may be taken. If a mutual agreement cannot be reached, the District will have the right to make the decision.

Section 3.3 Working Out of Range. An employee temporarily assigned by the District to replace an absent employee who is in a higher classification, for a period of more than three (3) consecutive days, shall be entitled to the rate of pay on the next step on the employee's salary schedule or the first step on the higher classification, whichever is higher. If the employee is at the highest step on their current salary schedule, they will be compensated by an amount equal to the difference between step 8 and step 9. This higher rate of pay will terminate with the termination of the temporary assignment.

If an employee works more than three (3) consecutive days, the pay rate will be retroactive to the first day of the assignment.

Section 3.4 School Travel. Employees approved to use their personal automobiles while performing school duties, such as running errands, performing inter-school assignments and transporting students, will be reimbursed for mileage at the District's normal rate.

Section 3.5 Call Back. When the District calls an employee back to work outside his/her normal work schedule, the District will pay him/her the regular rate of pay for a minimum of two (2) hours.

Section 3.6 Inclement Weather Closure Days.

In the event school is closed due to inclement weather, employees will not suffer any lost of pay. Employees who are required to work during an inclement closure day shall earn an additional vacation hour for each hour worked. If the District extends the school year calendar to make up for the closure, school year employees may be required to make up the lost day(s)/time.

Section 3.7 Fingerprinting. If it is a voluntary transfer, the employee will be responsible for the fingerprinting cost.

Section 3.8 P.E.R.S "Pick-up". The District shall "pick-up", assume and pay a six-percent (6%) employee contribution to the Public Employees Retirement Fund. Such "pick-up" or payment of employee member monthly contributions to the system shall continue for the life of this Agreement and shall also be applicable to employees who become eligible to participate in the system. Any additional amount over the six-percent (6%) will be deducted from the wages on the salary schedule.

Section 4—Meal and Rest Periods

A. Meal Period: All employees working five (5) continuous hours or more will be granted a thirty (30) minute unpaid meal period.

If a supervisor and an employee agree to adjust the meal period time, affording the employee to consistently leave the work site, inclusive of meal time, said agreement must be in writing.

A. Rest Periods: Each employee shall receive a fifteen (15) minute paid break during each four (4) hour period of consecutive work:

1. Rest periods should be taken as nearly as possible in the middle of the work segment.

2. If a supervisor and employee agree a rest period may be taken right before the employee's shift ends. This understanding is to be reduced to writing.

Section 5—Reclassification

Section 5.1 Reclassification.

A. Reclassification Request: Any employee who believes the assigned duties exceed the job description may notify his/her supervisor in writing immediately. If the employee's assignments continue to exceed the job

description, he/she may submit a letter of request for job reclassification to their supervisor, with copy to the District Superintendent.

Such letter shall detail the specific changes that have occurred which he/she believes warrants the granting of the reclassification request.

B. Reclassification Review Committee: Upon receipt of the reclassification request, the employee's supervisor shall contact the Association president who shall appoint a local representative to work with the supervisor on a committee to be known as the Reclassification Review Committee. The committee shall be constituted fro the purpose of reviewing the reclassification request made by the individual employee.

C. The Committee Consideration: The Reclassification Review Committee shall meet and review the reclassification request within two (2) weeks of its receipt. The committee shall provide written findings and a recommendation as to the disposition of the reclassification request within thirty (30) days of its receipt.

D. The Committee Recommendation: The committee shall issue its findings and recommendations to the employee and the District Superintendent. The Superintendent will consider all requests for reclassification within two (2) weeks from the date the findings and recommendations were delivered to the Superintendent. The Superintendent will transmit to the employee and members of the review committee his/her determination, which may be to accept, accept with modification, or reject the committee's proposal.

If the employee is not satisfied with the determination of the Superintendent, the employee may appeal to the Board of Education for review. The Board will consider the employee's appeal at a regular meeting within two (2) weeks from the date the appeal is received. If the reclassification request is approved, it shall become effective on the date the request was submitted, not to exceed seventy-two (72) days.

E. Days are defined as calendar days. Timelines may be extended by mutual agreement.

Section 6—Holiday and Vacation

Section 6.1 Holidays Granted. Holidays for all employees in the bargaining unit shall be:

A. Veterans' Day
Thanksgiving Day
Day following Thanksgiving
December 25
New Year's Day

Martin Luther King, Jr. Day
Memorial Day

B. 12-month employees will also be granted the following holidays: Independence Day, Labor Day, and December 24.

C. **11**-month employees will also be granted the following holiday: Labor Day.

Section 6.2 Holiday Compensation. Employees in the bargaining unit shall be compensated for the holiday as though that employee had worked a regular schedule for the day.

Section 6.3 Vacation Guidelines. Guidelines for determining vacation time or pay earned by employees in the bargaining unit shall be:

A. Probationary employees shall not be eligible for vacation pay. The probationary period is six (6) months.

B. Vacation time or pay for less [than] full-time employees shall be prorated. "Full-time" definition: Any employee working the maximum number of contract days during any given year will be considered full-time. Example: 260 days x 8 hours per day = 2,080 hours. If ten (10) days are eliminated from the contract year, the new definition for full-time would become 250 days x 8 hours per day = 2,000 hours.

C. Vacation time or pay shall be accumulated daily and calculated yearly as of June 30.

1. For employees who attain regular status, as of the date applicable in "C" above, following the date regular status is attained, but no less than six (6) months after hiring date.

2. Vacation Time

Number of Full Years Completed to Qualify:

5 Days.....One Year
10 Days.....Two Years
11 Days.....Four Years
12 Days.....Six Years
13 Days.....Eight Years
14 Days.....Nine Years
15 Days.....Ten Years
16 Days.....Eleven Years
17 Days.....Twelve Years
18 Days.....Thirteen Years
19 Days.....Fourteen Years

20 Days (maximum).....Fifteen Years

3. Unless special arrangements have been made, the employee will not take more than three (3) weeks in one duration. With mutual agreement, the District reserves the right to buy (pay) up to one week of an employee who has earned four (4) full weeks of vacation.

4. The District reserves the right, with mutual agreement, to schedule the vacation time so as not to impair the District's operation or require the hiring of substitutes.

5. Employees who are terminated by the District will receive vacation pay earned.

6. In the event of a reduction in school calendar days, employees may elect in writing prior to the School Year in which the reduction has occurred to convert Vacation pay to cover all, or part, of the lost days in the calendar. The vacation pay shall be deducted from the Employee's vacation bank and added to their calendar prior to their first pay check.

   The Annual Deadlines to Notify Payroll Office are:
   12 Month Employees—Prior to July 1
   <12 Month Employees—Prior to August 1

Section 6.4 Vacation. Employees shall take their vacations during the year following the year it is earned.

Section 7—Domestic Partners

Section 7.1 Domestic Partners

A. Insurance coverage for domestic partners will be subject to the same limitations and conditions applicable to other employees.

   The District is contracting to provide funds toward premium expenses to be used toward the purchase of insurance not to "provide" the insurance. Therefore, insurance coverage will be provided in accordance with the rules and regulations of the insurance underwriter.

   "Domestic Partners" of an employee are eligible for coverage under the District insurance plans if they meet the following criteria:

1. Share a close personal relationship and are responsible for each other's common welfare;

2. Are each other's sole domestic partners for a minimum of twelve (12) months prior to enrollment date;

3. Are not married to anyone nor have had another domestic partner enrolled in the health plan within the prior twelve (12) months;

4. Share the same regular and permanent residence, with the current intent to continue doing so indefinitely;

5. Are jointly financially responsible for "basic living expenses", defined as the cost of basic food, shelter, and any medical expenses. Domestic partners need not contribute equally or jointly to the cost of these expenses as long as they agree that both are responsible for the cost.

   If requested, the domestic partner needs to be able to provide at least three (3) of the following as verification of their joint responsibility (information must be dated to confirm eligibility at time of enrollment):

   a. Joint mortgage or lease;
   b. Designation of the domestic partner as primary beneficiary for a life insurance or a retirement contract;
   c. Designation of the domestic partner as primary beneficiary in the employee-covered member's will;
   d. Durable power of attorney for health care or financial management;
   e. Joint ownership of a motor vehicle, a joint checking account, or a joint credit account;
   f. A relationship or cohabitation contract which obligates each of the parties to provide support for the other party.

Section 8—Workers Compensation

Section 8.1 Workers' Compensation. Any absence from work while temporarily disabled by reason of a compensable industrial accident or disease shall be an excused but unpaid absence. It shall not be counted as sick leave unless the employee shall elect in writing to be paid as sick leave the difference between the temporary disability benefits and the regular wages. In case of such application, the employee will be charged a fractional sick leave day; however, such deduction shall not exceed the amount determined by taking the employee's daily wage for the period of time less benefits received under Workers' Compensation.

Section 9—Leave

Section 9.1 Leave of Absence

A. Employees who have been in the District for five (5) years or more may request a leave of absence for one year. The School Board shall have the authority to approve or disapprove any request for leave of absence.

B. Employees granted such a leave will receive no pay or fringe benefits, but will be allowed to return to their placement on the wage scale.

C. Application for such leave shall be made through administrative channels of principal, superintendent, and school board no later than March 15, unless an unforeseen emergency arises.

D. The number of employees on leave shall be limited to no more than two (2) employees at any time.

E. Such leave shall be unpaid and without advancement on the wage schedule.

F. An employ**ee** on an extended leave of absence must notify the Superintendent of intent to return to duty no later than sixty (60) days prior to return. Notice of intent to return from short leaves will be agreed upon at the time the leave is granted.

G. Employees granted unpaid leave or leave of absence will not accrue seniority rights or retirement benefits.

Section 9.2 Personal Leave. **Each regular 11 or 12 month employee shall be entitled to four (4) days of personal leave each year.** Each regular **10 month** employ**ee** shall be entitled to **three (3)** days of personal leave each year. An additional five (5) days may be allowed for a death in the immediate family. Upon return, the District may require verification of serious illness or death.

The immediate family is confined to mother, father, sister, brother, son, daughter, husband, wife, stepfather, stepmother, stepchildren, grandmother, grandfather, and close in-laws limited to: mother, father, son, daughter, sister, and brother.

Personal leave is non-accumulative and is not deducted from sick leave. **Personal leave may be used for any purpose deemed appropriate by the employee and the employee is not required to state the purpose or nature of the leave.** Notification for this leave must be presented, in writing, to the supervisor/administrator one week in advance. Advance notification may be waived in emergency situations providing that it is filed within two (2) working days after returning to work and a verbal check-out with the supervisor/administrator was accomplished prior to leaving. Personal Leave shall not be used to extend holidays or vacation days.

Section 9.3 Jury Duty and Subpoena Leave. If an employee is called for jury duty or is subpoenaed as a witness in a court case, the employee will be entitled to paid

leave for the hours of work necessarily lost as a result of such service, provided the employee reports back to work as soon as the employee is released from such service. Fees received by the employee for such service shall be kept by the employee and the employee's salary will be reduced by a like amount. (This does not apply to travel or subsistence expenses.) This entire provision does not apply in any case where the employee or the Association is a complainant in any case against the District.

Section 10—Sick Leave and Long Term Illness

Section 10.1 Sick Leave Accumulation.

A. For each month of the employee's working period, sick leave will be granted to the employee on a basis of the number of hours in his/her scheduled working day. Unlimited sick leave may be accumulated as per ORS 332.507.

B. Sick leave will be charged in hours rather than days. Sick leave charged will be one (1) hour minimum deduction and all sick leave used must be shown on the employee's time sheet for the day.

Section 10.2 Sick Leave Accounting. During November of each year, each employee shall be given a written statement of his/her use of sick leave for the previous fiscal year and the balance of accumulated sick leave as of the beginning of the current fiscal year.

Section 10.2.1 Sick Leave Usage. District accrued sick leave may be used for any employee's personal illness, injury and the illness and injury of immediate family. The immediate family is confined to the employee's spouse or domestic partner, children, stepchildren, grandchildren, parents, stepparents, grandparents, and siblings; and close in laws limited to parents, children, and siblings.

Section 10.3 Long Term Illness or Injury. The District shall provide health premium cap benefit coverage (section 8.5) to employees who take sick leave without pay after his/her sick leave is used. In such instances, the District shall provide health premium cap coverage at a rate of one (1) month for each three (3) months on payroll status during a fiscal year. After five (5) years continuous employment, the rate shall increase to two (2) months coverage for each three (3) months on payroll status.

A. Those employees who work year round shall carry a minimum of twelve (12) months of payroll status. New year round employees will receive this status after working a minimum of twelve (12) months, unless there is a break in service.

B. Those employees who work less than year round and have continued their service for three (3) years or more shall carry a minimum of nine (9) months payroll status, unless there is a break in service.

Section 11—Leave Donation

Section 11.1 Voluntary Leave Donation Program. Classified employees may opt to voluntarily donate up to sixteen (16) hours of vacation time per year to this program. The purpose of this Leave Donation Program is, in the event of a catastrophic medical condition of a classified employee or a family member, to provide a bridge for employees until the employee returns to work or qualifies for long-term disability insurance or PERS disability benefits, and to provide for the time actually necessary to care for an ill family member or to arrange for the person's long term care. (See Appendix A for details.) An application can be obtained in the District Business Office.

Section 12—Professional Development

Section 12.1 Professional Development. The District will budget $2,500 for classified professional development. The District reserves the right to determine the use of one-half **(½)** of the $2,500 fund **[**$1,250**]** for training it deems necessary.

The Association will determine the use of one-half **(½) [**$1,250**]** for use with the professional education program.

Section 13—Health Benefits

Section 13.1 Medical Insurance Program District Contribution.

A. **For 2017-2018**, the District's maximum contribution for medical, dental, vision, life, and long-term disability insurance on behalf of eligible classified employees will be **$1,325.00** per month.

B. **For 2018-2019**, the District's maximum contribution for medical, dental, vision, life and long-term disability insurance on behalf of eligible classified employees will be **$1,375.00** per month.

C. **For 2019-2020,** the District's maximum contribution for medical, dental, vision, life and long-term disability insurance on behalf of eligible classified employees will be **$1,425.00** per month.

D. Full-time employees who work a minimum of seven (7) hours a day for the school year shall be provided the full cap and may apply to the insurance carrier for benefits enjoyed by full-time District employees.

E. Part-time employees who work a minimum of six (6) hours a day or thirty (30) hours a week, but less than seven (7) hours a day or thirty-five (35) hours a week, shall be provided with the cap not to exceed **ninety percent** (90%) of the cap for full-time employees.

F. Part-time employees who work a minimum of four (4) hours a day or twenty (20) hours a week but less than six (6) hours a day or thirty (30) hours a week shall be provided with the cap not to exceed **eighty percent** (80%) of the cap for full-time employees.

Section 14—Retirement

Section 14.1 Early Retirement. The District and the Association agree that early retirement may be a viable option for some classified employees hired prior to July 1, 2005. Those classified employees hired on or after July 1, 2005 shall not be eligible for early retirement, but may be eligible for specified longevity stipend(s) for continuous service to the District.

A. Eligibility: The early retirement option is restricted to employees who meet the following criteria and were hired prior to July 1, 2005:

1. Those classified employees who have at least fifteen (15) consecutive years of paid service in the District, and have reached age **fifty-eight** (58). District approved leaves shall not constitute a break in service. District approved leave shall not accrue to service or seniority.

2. Early retirees will be compensated in accordance with the following, based upon their normally scheduled annual hours of work, as averaged for the last three (3) years of District employment:

2,080-1,288 hours —Full benefit
1,287-1,104 hours —¾ benefit
1,103-920 hours —⅔ benefit
919-736 hours—½ benefit
735-0 hours —¼ benefit

B. Stipend/Benefits: For the life of this Contract, compensation shall be computed at the 1993-94 monthly rate which will increase yearly by one-half (½) of the February Portland C.P.I. These benefits shall continue until the member reaches the age of sixty-five (65) or is eligible for Medicare whichever comes first.

1. The above figures will be calculated based on one-half **(½)** of the Portland C.P.I. as of the end of February of each year.

2. The District shall provide medical, dental and vision insurance premium cap coverage the same as provided members of the bargaining unit under the same conditions, up to **two-party** coverage, until age **sixty-five (**65**)** or the retiree qualifies for Medicare, whichever is earlier. The District will pay the full medical premium of the retiree the first year of retirement.

   Thereafter, until age **sixty-five (**65**)**, the District will pay the medical premium per bargaining unit agreement. The District reserves the right to have the employee placed on the PERS medical plan and pay the premium if the cost is less than the current plan provided the bargaining unit.

3. In the event of the employee's death (before age 65) the employee's spouse will continue to receive both the retirement stipend and medical premium stipend at the single party rate until that deceased employee would have reached the age of **sixty-five (**65**)**, or until the spouse qualifies for Medicare and **S**ocial **S**ecurity.

C. Longevity Stipend: Those classified employees hired on or after July 1, 2005 may qualify for longevity stipend(s) on the following schedule prorated for average hours worked over the previous three (3) consecutive and uninterrupted years:

2,080-1,288	full longevity benefit
1,287-1,104	¾ longevity benefit
1,103-920	⅔ longevity benefit
919-736	½ longevity benefit
735	¼ longevity benefit

Employees at the 15th consecutive year in the District shall receive a stipend of $400.00 prorated for average hours over the three **(3)** previous consecutive years.

Employees at the 20th consecutive year in the District shall receive a stipend of $550.00 prorated for average hours over the three **(3)** previous consecutive years.

Employees at the 25th consecutive year in the District shall receive a stipend of $750.00 prorated for average hours over the three **(3)** previous consecutive years.

Stipend to be paid on the December payroll check that follows the anniversary of their date of hire.

Section 15—Work After Retirement

In the event a Classified bargaining unit member retires and begins receiving benefits from the Public Employees Retirement System (PERS) and may qualify for District Retirement Benefits, he/she may be retained at the District's sole discretion in the Classified Employee's current job title providing:

Section 15.1 After a minimum of one (1) day break in service, the employee could continue to work as a temporary employee at their previous current contract salary for a period not to exceed their former current contract hourly rate and will continue with all benefits as earned prior to resignation from regular employee status adjusted for hours worked and with the exception of District PERS contributions. Retired employees' total hours worked as a retired employee is not to exceed 1039 hours on the job as PERS required in a calendar year. Responsibility not to exceed 1039 hours in a calendar year rests with the employee and the District is held harmless should the employee exceed 1039 hours of actual work in a calendar year.

Section 15.2 The District also has the sole discretion to retain a retired classified employee for the subsequent school year(s) after the school year in which the classified employee retired. The re-employed classified employee is not to exceed 1039 hours allowable by PERS in any calendar year. Responsibility to not exceed 1039 hours in a calendar year rests with the employee and the District is to be held harmless should the employee exceed 1039 hours of actual work in any calendar year.

Section 15.3 Re-employed retired classified employees are members of the Classified Bargaining Unit and shall be afforded benefits, predicated on the contract language, that regular classified employees enjoy with the exception of PERS and medical cost premium off-sets should the re-employed classified employee qualify for medical coverage under the District's "Early Retirement Provision".

Section 15.4 Re-employed retired employees do not accrue seniority and should a lay-off occur within the classification the re-employed retired employee would forfeit their position before a regular classified employee in the same classification lost their position.

Section 15.5 Should a Reduction-in-Force (RIF) occur and a person(s) laid-off has bumping rights into a classification that has re-employed a retired employee the person(s) bumping-in would bump the re-employed person first.

Section 15.6 Re-employed classified employees do not have any bumping rights.

Section 16—Personnel Files

Section 16.1 Review of Files.

Any classified employee shall have the right to review the contents of the employee's own personnel file during administration office hours. A classified employee may file a written rebuttal to anything placed therein.

Such rebuttal, once filed, shall be a permanent part of the file. No disciplinary action, evaluation or complaint will be entered into the employee's personnel file without the employee first being given a copy of the document.

Section 16.2 Removal of Files.

Upon the request of an employee, the District will review the contents of an employee's personnel file to determine if certain, dated disciplinary documents should be removed. The decision of the District will be final and binding regarding removal of such documents.

Section 17—Discipline/Dismissal

Section 17.1 Reasons for Dismissal.

By way of illustration and not limitation:

A. Incompetence, inefficiency, insubordination or neglect of duty.
B. Unauthorized absence.
C. Any willful violation of a rule or regulation established by the District.
D. Commission of a criminal act.
E. The use of alcohol and illegal drugs on duty.
F. Intoxication on duty due to use of alcohol or illegal drugs.
G. Conduct detrimental to the School District or its personnel.
H. Any misuse, waste, or carelessness in the use of the District's equipment, materials, or other District resources.

Section 17.2 Discipline/Dismissal Procedures.

Prior to written reprimand, demotion, suspension, or recommendation of dismissal, the following procedures will be used:

A. If in the opinion of the employee's supervisor, the services of an employee are unsatisfactory, the following procedures will be implemented:

    1. The employee will be informed verbally and/or in writing of the **basis** for the reprimand, demotion, suspension or recommendation of

dismissal. The employee may be accompanied and represented by anyone of his/her choosing.

a. The supervisor will hold a conference with the employee at which time he/she will inform the employee verbally and in writing of the deficiencies.

b. Suggest how the services could be improved.

c. Inform the employee that the necessary improvements must be made by a specified date, or that a recommendation will be made to the Superintendent for discipline up to and possibly including dismissal.

d. The Superintendent of the District will be notified in writing of this pending action.

2. The employee will be given the opportunity to discuss and/or refute the matter with his/her supervisor.

3. On the date specified to the employee at the initial meeting, the employee will again be notified as to the progress that had been required. If the improvement is not satisfactory, a recommendation is submitted to the Superintendent for discipline up to and possibly including dismissal. If satisfactory improvement has been made, a letter to the Superintendent stating the fact shall be written.

4. The supervisor shall give the employee written notice of his/her decision. The discipline shall be based on the severity of the misconduct.

B. If the dismissal of the employee is recommended by the supervisor, the Superintendent will review this recommendation and notify the employee in writing of the decision.

In the event the decision of the Superintendent is for dismissal, the employee may be terminated immediately with five (5) days severance pay, or given five (5) days notice (working days) of dismissal, or terminated at a time mutually agreed upon by the Superintendent and the employee.

Section 17.3 Immediate Suspension.

A. In the event of misconduct, the employee may be suspended immediately from employment with the District until such charges are investigated and a decision is made to continue or to discontinue that employee's employment. If the employee is cleared of the charges, said employee shall be reinstated without loss of pay or accrued benefits.

B. If the charges are upheld, the termination date shall be the date of suspension.

C. Investigation and decision of charges for suspended employee(s) shall be completed as expediently as possible, considering legal problems and restrictions of the investigation.

ARTICLE 5
GRIEVANCE PROCEDURE

Section 1 Definitions.

A. Contractual Grievance: A contractual grievance is an allegation by an employee, group of employees or the Association that there has been to him/her or them an injury resulting from the District's misinterpretation, misapplication, or violation of the terms of this Agreement.

B. Administrative or Policy Grievance: An administrative or policy grievance is an allegation by an employee or group of employees or the Association that there has been to him/her or them an injury resulting from the District's misinterpretation, misapplication, or violation of Board policies, administrative policies, rules, regulations, and/or administrative directives. Such grievances may be processed through these procedures to the Board whose decision shall be final and binding on both parties.

Section 2 Representation and Responsibilities.

A. Representation: Any grievant part and/or the District may be accompanied at all stages of this procedure by a representative of his own choosing.

B. Group Grievance: In the event a grievance is filed by a group of employees representing two (2) or more buildings, that grievance may be initiated at the second step or level providing a solution is beyond the authority granted the principal or immediate supervisor.

C. Non-Reprisal: No reprisals of any kind shall be taken by the District or any member of the administration against any grievant party, any representative, any member of the Association, or any participant in the grievance procedure by reason of such participation.

Section 3 Operating Limits.

A. Time Limits: The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limited specified may be extended by mutual written agreement.

B. Year-end Grievances: In the event a grievance is filed at such a time that it cannot be processed through the steps in this procedure by the end of the school term of the grievant, the time limits set forth herein may be reduced so the procedure may be exhausted prior to the end of the school term, or as soon thereafter as is practicable, if mutually agreed upon in writing.

C. Meetings and Hearings: Subject to the Oregon Open Meetings Law, meetings and hearings under this procedure shall not be conducted in public and shall include the affected building administrator**, the** grievant (s), and their designated or selected representative. Confidentiality means that all information relative to the grievance must be kept between the grievant and the designated representative(s) thereof. Every effort shall be made to maintain the grievance confidentiality by all parties.

D. Written Decisions: Decisions rendered at Level One which are unsatisfactory to the grievant and all decisions rendered at subsequent levels of the procedure shall be in writing, setting forth the decision and the reasons therefore, and shall be transmitted promptly to the grievant and his/her representative.

E. Separate Grievance File: All documents, communications, and records used in the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants. The grievance file shall be kept in one place and the Association shall be informed in writing as to the location of the file.

F. Reference: All reference to days or hours shall refer to working days or working hours.

Section 4 Requirements of a Formal Grievance.

A. A grievance to be acted upon should be submitted in writing and shall include the following:

1. The Contract provision, policy, or rule that the employee alleges to be violated
2. Suggested remedy
3. Pertinent facts alleging the violation
4. Signature of grievant(s)
5. Date

Section 5 The Procedure.

A. Level One:

1. The party with a grievance will first discuss it with his principal or immediate supervisor within seven (7) working days of the incident or knowledge thereof, with the objective of resolving the matter informally.

2. If the grievant is not satisfied with the informal disposition of his grievance, he/she may communicate a written grievance with his/her principal within seven (7) working days of the informal meeting, but not

later than fourteen (14) days from the date of alleged violation or knowledge thereof.
The principal shall make a written decision within seven (7) working days and attach it to the original grievance. Copies shall be sent to the grievant and his/her representative within seven (7) working days of the original written grievance.

B. Level Two:

1. If the grievant is not satisfied with the disposition of **his/her** grievance at Level One, or if no written decision has been rendered within the required time, he/she may appeal to the Superintendent in writing within seven (7) working days of the written decision if rendered, or fourteen (14) working days of the date of filing the grievance, if no decision has been rendered. The appeal shall include a copy of the decision being appealed and the grounds for regarding the decision incorrect.

2. Appeals to the Superintendent or representative shall be heard by the Superintendent within fourteen (14) working days of his receipt of the appeal. Written notice of the time and place of hearing shall be given not less than seven (7) working days prior thereto to the grievant and the Association.

C. Level Three: Binding Arbitration--For Contractual Grievances.

1. Within fourteen (14) working days of the decision at Level Two or if no written decision has been rendered within the required time, the grievant may request to the Association that the decision rendered under Level Two be submitted to arbitration. If the Association so determines, it shall submit the contractual grievance to arbitration within seven (7) working days after receipt of the request from the grievant.

2. The parties or their designated representatives shall attempt to select an impartial arbitrator. Failing to do so, they shall within fourteen (14) working days of the appeal, jointly request the Employment Relations Board (ERB) to submit a list of five (5) arbitrators. As soon as the list has been received, the parties or their designated representative(s) shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list and the fifth **(5th)** and remaining one shall act as the arbitrator. The rules of the ERB shall be followed in all proceedings, provided threshold objections have been resolved.

3. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The arbitrator's decision shall

be in writing and shall set forth his findings of fact, reasoning, and conclusions on the issues submitted.
His/her decision shall be submitted to the Board and to the Association and shall be final and binding on both parties. The arbitrator shall be without authority to add to, subtract from or otherwise modify the specific and express terms of this contract.

4. Costs of the arbitration, other than the costs incurred by each party in presenting its case, shall be borne equally by the parties.

D. Level Four: Board Level--For Administrative Policy Grievances.

1. If the grievant is not satisfied with the disposition of his/her grievance at Level Two, or if no written decision has been rendered within the required time, he/she may appeal to the School Board for a hearing to be held in executive session. The appeal shall be submitted in writing within seven (7) working days of the written decision, if rendered, or fourteen (14) working days of the date of filing the grievance, if no decision has been rendered. The appeal shall include a copy of the decision being appealed and the grounds for regarding the decision incorrect.

2. Appeals to the School Board shall be heard by the Board within twenty-one (21) working days of the Board's receipt of the appeal. Written notice of the time and place of the hearing shall be given seven (7) working days prior thereto to the grievant and the Association.

3. Within twenty-one (21) working days of hearing the appeal, the Board shall communicate to the grievant their written decision, which shall include supporting reasons thereof.

4. The Board's decision shall be final and binding on both parties.

ARTICLE 6
SEPARABILITY OF PROVISIONS

Section 6.1 Contract Provision Declared Invalid. In the event that any provision of this contract shall at any time be declared invalid by any court of law, or regulatory body, such decision should apply only to a specific article, section, or portion thereof directly specified in the decision. Such a decision shall not invalidate the entire Contract, it being the expressed intention of the parties hereto, that all other provisions not declared invalid shall remain in full force and effect. The invalidated portion shall be bargained upon request of either party.

EXECUTION/SIGNATURES

IN WITNESS WHEREOF, the parties hereby affix their hand in agreement that the School Board and the Association have ratified the terms of this agreement as of the 3rd day of April, **2017**.

ASSOCIATION:

Mary Griswold
OSEA Chapter #35 President

Jill Simmons, Field Representative
OSEA

SCHOOL BOARD:

Gary Carpenter, Superintendent
Board Negotiator

APPENDIX A
LEAVE DONATION POLICY

Special Provisions for Extended Illnesses (Leave Donation Program)

Employees may request to donate accrued vacation to other regular classified employees under the Leave Donation Program in the even of catastrophic medical condition of regular employees or members of their families. The definition of family members as used in this policy is husband, wife, son, daughter, stepson, and stepdaughter.

The purpose of the Leave Donation Program is, in the event of a catastrophic medical condition of an employee or family member, to provide a bridge for regular employees until the employee returns to work to provide for the time actually necessary to care for an ill family member or to arrange for the person's **long-term** care. A catastrophic medical condition is defined as a non-occupational illness or injury to the employee or member of **his/her** family that would otherwise cause the employee to go on leave without pay status for two **(2)** consecutive calendar weeks.

Section 1 Eligibility.

Donating Employee: The donating employee must meet the following criteria:

1. The employee must be a regular employee**; and**

2. The employee must have at least twenty-four (24) hours of accrued vacation time after the donated hours are removed; **part-time** employees must have sixteen (16) hours accrued leave after the donated hours are removed.

Receiving Employee: The receiving employee must meet the following criteria:

1. The employee or member of **his/her** family has a catastrophic medical condition that will result in the employee going on leave without pay status for at least to consecutive calendar weeks**;**

2. The employee is a regular employee**;**

3. The employee must have exhausted all accumulated leave (sick, vacation, holiday, comp time, x-day, personal business/family illness) days**;**

4. The employee is not receiving workers' compensation benefits, long term disability benefits, or PERS disability retirement benefits**; and**

5. The employee with a catastrophic medical condition must be unable to work in his/her regular position or in a modified work assignment, if made available by the Business Office.

Section 2 Procedure.

Receiving Employee: The employee or the employee's representative requesting a sick leave donation must complete a Sick Leave Donation Request form, available in the Business Office, and should specify the amount of leave being requested. Medical certification of the illness may be required. Leave beyond that needed will not be transferred. If the employee is unable to return to work within the originally anticipated time frame, additional requests for leave donations may be made, as needed.

Leave donation requests must be reviewed and approved by the Business Office to ensure that they meet the criteria outlined in this policy. Every effort shall be made to protect the confidentiality of medical information throughout this process.

Donating employees: Requests to donate accrued vacation under this policy must be submitted on a Leave Donation Form and must be reviewed and approved by the Business Office to ensure that the donating employees meet the criteria outlined in this policy. Requests must indicate the employee for whom the donation is intended and the total hours donated. Donating employees may not make more than one (1) donation per leave donation request and may not donate more than sixteen (16) hours per leave donation request.

Once approved the Business Office is responsible for forwarding the Leave Donation **Request** Forms to the membership in a timely manner. Donated hours are removed from the donating employee's accruals and are transferred hour for hour to the recipient's sick leave balance each pay period that the employee is on leave without pay status, so as to maintain the employee's regular salary and benefits. Donations will be processed in order of the date received by the Business Office.

The donation, once transferred to the receiving employee, must be made voluntarily and irrevocably, with the understanding that the donated leave is lost to the donor forever. All names of all donors will remain confidential with the understanding that the donated leave is lost forever to the donor, if used.

(SAMPLE FORM)

FERN RIDGE SCHOOL DISTRICT
LEAVE DONATION REQUEST FORM
FOR CATASTROPHIC MEDICAL ILLNESS

I request to donate accrued vacation leave hours to: _____
(Print name of receiving employee)

I authorize the Fern Ridge School District to deduct from my accrued vacation balance, the number of hours indicated below to be used by the recipient named above. I understand that:

1. I must have at least sixteen (16) hours of accrued vacation time after the donated hours are removed;

2. I may donate a maximum of sixteen (16) hours;

3. My donation is a voluntary, irrevocable gift to the receiving employee**;**

4. Donations will be processed in order of the date received by the District Office; **and,**

5. I understand that if my donation is not needed by the receiving employee, I will be notified as soon as possible and my donation will be returned to me.

TO BE COMPLETED BY LEAVE DONOR

Donor Name: _____ Soc. Sec#: _____

Department/School: _____Work Phone: _____

Total Donated Vacation Hours: _____

Employee Signature: _____Date: _____

Supervisor's Signature: _____Date: _____

TO BE COMPLETED BY BUSINESS OFFICE

Leave balance verified and meets requirement: _____Yes _____No

Business Manager signature: _____Date: _____

Copies to: Employee, Payroll

(SAMPLE FORM)

FERN RIDGE SCHOOL DISTRICT
APPLICATION TO RECEIVE LEAVE DONATIONS
FOR CATASTROPHIC MEDICAL ILLNESS

SECTION 1

_____ _____
Name (Last, First, MI.) Social Security #

_____ _____
Department/School Work Phone

Hours of Leave Without Pay Anticipated for this Medical Emergency:
_____

SECTION II

I request permission to receive and use donated catastrophic leave. I affirm that I meet the criteria listed below:

1. I am a regular school District classified employee;

2. I have exhausted, or will exhaust, all accrued leave before I begin receiving leave donations; **and,**

3. I am not eligible for any other income derived from my employment with the Fern Ridge School District, including, but not limited to, workers' compensation, Social Security, PERS disability retirement, or **long-term** disability benefits.

SECTION III

I understand that medical certification documenting the catastrophic medical condition may be required.

I agree to notify Fern Ridge School Business Office immediately if there is any change in my circumstances which negates my eligibility to receive a leave donation.

I understand that once I have exhausted my accruals, donations will be processed in the order received by the Business Office so as to maintain my regular salary and benefits. This will continue each pay period as long as there are donations and the need is continuing and I do not qualify to receive income from another source derived **from** my employment with the Fern Ridge School District.

I understand that any catastrophic leave donated to me may not be used to extend my employment beyond the point that it would otherwise terminate under District policy and/or union contracts.

I understand I will not receive donations beyond what is needed to maintain my salary and benefits. Donations received by the Fern Ridge School District Business Office after my need has been met will be returned to the donating employee. All names of all donors will remain confidential.

I have read and understand all the information presented in this application.

_____

_____

Signature Date

Prior to submitting this application, contact the District Business Office to request the use of Family and Medical Leave (FMLA).

Approved by: _____

_____

Business Manager Date

_____

_____

Superintendent Date

TO BE COMPLETED BY BUSINESS OFFICE

Regular Employee? _____ Yes _____ No

Leave Balances at the end of last pay period: _____

Sick Leave: _____ Vacation: _____ Total:

_____

_____

_____

Business Manager Signature Date

Copies to: Employee, Payroll

APPENDIX B
FERN RIDGE SCHOOL DISTRICT 28J
CLASSIFIED
PROFESSIONAL EDUCATION PROGRAM
(PEP)

The Professional Education Program (PEP) was established to provide the classified employees of Fern Ridge School District 28J with the opportunities to participate in activities which lead to enhancement of skills, both professional and personal, and to expand the depth of their performance in current or future positions within the District.

A working committee, with members appointed by the Association will be organized to approve requests for funds.

Section 1 Education Program Opportunities.

A. Job-related Activities

PEP funds may be requested for such activities as the cost of training, workshops, substitutes, and expenses related to improving the employee's skill and knowledge of **his/her** present job assignment.

B. Career Advancement and Growth

PEP funds may be requested for expenses related to activities which will prepare the employee for advancement within **his/her** present job classification or for advancement to other positions within the District.

C. Group Activities for Professional Growth

PEP funds may be requested by classified employee groups for expenses related to group programs for job-training, career development, and personal growth.

Section 2 Guidelines for use PEP Funds.

A. The PEP committee may designate funds for common job related trainings and certifications such as first aid cards.

B. The PEP committee will evaluate all requests for funds from individuals on a first-come-first-served basis until the funds are depleted.

1. Any active classified employee may request reimbursement of tuition, materials, and book expenses up to $100.00.

Any requests **over** $100.00 may be approved if recommended by the PEP committee and approved by the Association.

C. The PEP committee shall give consideration to any District requests to use PEP funds to augment trainings it deems necessary.

Section 3 PEP Funding.

See Article 4 Section 12.

Appendix C

Fern Ridge School District #28J
Classified Employee Salary Schedule
2017-2018 School Year

Reflects increase of: 1.0%

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Instructional Assistant	12.42	12.76	13.08	13.37	13.73	14.04	14.38	14.73	15.02	15.52
Instructional Behavior Asst.	13.41	13.78	14.12	14.44	14.83	15.16	15.53	15.90	16.22	16.76
YTP Specialist	13.52	13.84	14.14	14.46	14.79	15.12	15.41	15.74	16.06	16.53
Media Assistant	13.60	13.94	14.26	14.58	14.90	15.26	15.58	15.90	16.25	16.72
Secretary I	13.79	14.10	14.44	14.77	15.09	15.41	15.75	16.06	16.39	16.90
Bookkeeper	15.23	15.54	15.86	16.21	16.52	16.82	17.17	17.48	17.83	18.33
Secretary II	14.75	15.07	15.38	15.73	16.03	16.37	16.71	17.04	17.36	17.89
Custodian	14.75	15.07	15.38	15.73	16.03	16.37	16.71	17.04	17.36	17.89
D.O. Secretary II	15.23	15.54	15.86	16.21	16.52	16.82	17.17	17.48	17.83	18.33
D.O. Student Serv Spec	15.23	15.54	15.86	16.21	16.52	16.82	17.17	17.48	17.83	18.33
Business Office Assistant	15.23	15.54	15.86	16.21	16.52	16.82	17.17	17.48	17.83	18.33
Grounds/Supp	17.37	17.72	18.03	18.35	18.67	19.01	19.33	19.70	19.98	20.51
Tech Maintenance	20.22	20.56	20.88	21.18	21.52	21.84	22.17	22.48	22.77	23.28
Tech Coordinator	28.95	29.28	29.55	29.90	30.22	30.53	30.87	31.15	31.48	31.99

Appendix C

Fern Ridge School District #28J
Classified Employee Salary Schedule
2018-2019 School Year

Reflects increase of: 1.50%

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Instructional Assistant	12.61	12.95	13.28	13.57	13.94	14.25	14.60	14.95	15.25	15.75
Instructional Behavior Asst.	13.61	13.99	14.33	14.66	15.05	15.39	15.76	16.14	16.46	17.01
YTP Specialist	13.72	14.05	14.35	14.68	15.01	15.35	15.64	15.98	16.30	16.77
Media Assistant	13.80	14.15	14.47	14.80	15.12	15.49	15.81	16.14	16.49	16.97
Secretary I	14.00	14.31	14.66	14.99	15.32	15.64	15.99	16.30	16.64	17.15
Bookkeeper	15.46	15.77	16.10	16.45	16.77	17.07	17.43	17.74	18.10	18.60
Secretary II	14.97	15.30	15.61	15.97	16.27	16.62	16.96	17.30	17.62	18.15
Custodian	14.97	15.30	15.61	15.97	16.27	16.62	16.96	17.30	17.62	18.15
D.O. Secretary II	15.46	15.77	16.10	16.45	16.77	17.07	17.43	17.74	18.10	18.60
D.O. Student Serv Spec	15.46	15.77	16.10	16.45	16.77	17.07	17.43	17.74	18.10	18.60
Business Office Assistant	15.46	15.77	16.10	16.45	16.77	17.07	17.43	17.74	18.10	18.60
Grounds/Supp	17.63	17.99	18.30	18.63	18.95	19.30	19.62	20.00	20.28	20.81
Tech Maintenance	20.52	20.87	21.19	21.50	21.84	22.17	22.50	22.82	23.11	23.63
Tech Coordinator	29.38	29.72	29.99	30.35	30.67	30.99	31.33	31.62	31.95	32.47

Appendix C

Fern Ridge School District #28J
Classified Employee Salary Schedule
2019-2020 School Year

Reflects increase of: 1.75%

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Instructional Assistant	12.83	13.18	13.51	13.81	14.18	14.50	14.86	15.21	15.52	16.03
Instructional Behavior Asst.	13.85	14.23	14.58	14.92	15.31	15.66	16.04	16.42	16.75	17.31
YTP Specialist	13.96	14.30	14.60	14.94	15.27	15.62	15.91	16.26	16.59	17.06
Media Assistant	14.04	14.40	14.72	15.06	15.38	15.76	16.09	16.42	16.78	17.27
Secretary I	14.25	14.56	14.92	15.25	15.59	15.91	16.27	16.59	16.93	17.45
Bookkeeper	15.73	16.05	16.38	16.74	17.06	17.37	17.74	18.05	18.42	18.93
Secretary II	15.23	15.57	15.88	16.25	16.55	16.91	17.26	17.60	17.93	18.47
Custodian	15.23	15.57	15.88	16.25	16.55	16.91	17.26	17.60	17.93	18.47
D.O. Secretary II	15.73	16.05	16.38	16.74	17.06	17.37	17.74	18.05	18.42	18.93
D.O. Student Serv Spec	15.73	16.05	16.38	16.74	17.06	17.37	17.74	18.05	18.42	18.93
Business Office Assistant	15.73	16.05	16.38	16.74	17.06	17.37	17.74	18.05	18.42	18.93
Grounds/Supp	17.94	18.30	18.62	18.96	19.28	19.64	19.96	20.35	20.63	21.17
Tech Maintenance	20.88	21.24	21.56	21.88	22.22	22.56	22.89	23.22	23.51	24.04
Tech Coordinator	29.89	30.24	30.51	30.88	31.21	31.53	31.88	32.17	32.51	33.04