

Contract Between

the

Fern Ridge Education Association/LUBC

and

School District No. 28J

Lane County, Oregon

2021-2024

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Preamble

This Agreement entered into this 22nd day of June 2021, by and between the Fern Ridge Education Association, hereinafter called the “Association”, and School District No. 28J, Lane County, Oregon, hereinafter called the “District”.

WITNESSETH

Whereas the parties have reached certain understandings which they desire to confirm, it is hereby agreed as follows:

Article 1 – Recognition Clause

- A. The District recognizes the Lane Unified Bargaining Council/the Fern Ridge Education Association as the sole and exclusive bargaining representative for all regular and temporary licensed employees including nurses.
- B. Specifically excluded from the bargaining unit are substitutes, supervisory, and administrative employees.
- C. A “contract” employee is one who has successfully completed a three (3) year probationary period in the District.
- D. There shall be three signed copies of the final Agreement for the purpose of records. One shall be retained by the District, one by the Association and one by the Council. A copy of the final Agreement will also be posted on the District’s website.
- E. Definitions:
For this contract, the following definitions apply unless otherwise indicated:
 - 1. Substitute: Anyone employed to take the place of a regular employee who is temporarily absent for not more than 60 consecutive contract days. A substitute could be extended beyond 60 days by mutual agreement between the parties.
 - 2. Temporary: Rehired retirees, and anyone employed to fill a position designated as temporary or experimental or to fill a vacancy which occurs after the first working day of the contract year, because of unanticipated enrollment or because of the death, disability, retirement, resignation, or employment termination of a regular employee. Identifying a position as temporary, for reasons that occur prior to the first working day of the contract year in August) requires agreement from FREA. Temporary teachers are members of the bargaining unit from the first day of work.
 - 3. Upon becoming members of the bargaining unit, temporary employees and rehired retirees shall be covered by all provisions of this agreement except Article 10 -Reduction in Force.

Article 2 – Grievance Procedure

A. **Definitions**

1. **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.

2. **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. School Board decisions are not appealable to arbitration.

B. **Representation and Responsibilities**

1. **Representation**

Any grievant may be accompanied at all stages of this procedure by an Association-approved representative of his/her own choosing. At the request of the grievant, a member of the Association shall have the right to be present and to state its views at all stages of the procedure.

2. **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 provided a solution is beyond the authority granted the principal or immediate supervisor.

3. **Non-Reprisal**

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

C. **Operating Limits**

1. **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 limits specified may be extended by mutual written agreement. Failure of a grievant to submit a grievance or appeal a grievance decision within the time limits set forth in this Article shall be deemed a waiver of the right to appeal the grievance to the next level. Forfeiture of a grievance due to timelines shall not be precedent setting with respect to future grievances.

Pursuant to ORS 342.895 (5), a moratorium shall be placed on grievance timelines while an employee is on a Program of Assistance for grievances related to evaluation procedures or the Program of Assistance.

a. When an event occurs (as proscribed by statute) that causes the moratorium to be lifted, the District will notify the employee and the Association.

b. The employee/Association will, then, initiate a grievance at Level One within the time limits defined in Section E, 1, of this Article. For the purpose of such a grievance, the "incident" giving rise to the grievance shall be defined as the employee's receipt of the notice ending the Program of Assistance.

2. **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.

In an instance where a grievable issue occurs at the end of a contract year it is in the interest of both parties for the Association to inform the District at the earliest possible date.

3. **Meetings and Hearings**

Subject to the Oregon Public Meetings Law, meetings and hearings under this procedure shall not be conducted in public and shall include only those individuals involved in the grievance. Confidentiality means that personal information relative to the grievance must be kept between the grievant and the designated representative(s) thereof. The intent is that both sides should have the ability to discuss the merits of the grievance with appropriate parties while protecting confidentiality of the grievant. This Section is also subject to the Oregon Public Records Law.

4. **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 in accordance with the applicable timelines set forth in this Article.

5. **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.

6. All reference to days or hours shall refer to employee working days or working hours.

D. **Requirements of a Formal Grievance**

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

- a. The contract provision, policy or rule that the employee alleges to have been violated;
- b. Suggested remedy;
- c. Pertinent facts alleging the violation;
- d. Signature of grievant(s);
- e. Date.

E. **Procedure**

1. **Level One**

a. The party with a grievance will first discuss it with his/her principal or immediate supervisor within ten (10) working days of the incident or knowledge thereof, with

the objective of resolving the matter informally.

- b. If the grievant is not satisfied with the informal disposition of his/her grievance, he/she may communicate a written grievance with his/her principal within ten (10) working days of the informal meeting, but not later than twenty (20) 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. In the event a working environment becomes untenable for the employee, the association may request an expedited timeline to move the grievance to level two.

2. **Level Two**

- a. 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 ten (10) working days of the written decision if rendered or twenty (20) 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.
- b. Appeals to the Superintendent or his/her appointed representative shall be heard by the Superintendent within fourteen (14) working days of his/her receipt of the appeal. Written notice of the time and place of hearing shall be given not less than seven (7) working days prior to the grievant and the Association.
- c. Within fourteen (14) working days of the Appeal Hearing, the Superintendent shall communicate to the grievant and his/her representative the Superintendent's written decision, which shall include supporting reasons for the decision.

3. **Level Three – Binding Arbitration for Contractual Grievances**

- a. 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.
- b. 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) submit a list of seven (7) arbitrators. As soon as the list has been received, the parties or their designated representatives(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 and remaining one shall act as the arbitrator. The rules of the ERB shall be followed in all proceedings.
- c. 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/her 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.

- d. Costs of the arbitration, other than the costs incurred by each party in presenting its case, shall be borne equally by the parties.
- e. Any information, material or testimony of witnesses not previously made known to each party may not be used in arbitration unless the other party is notified in writing of the specific nature of such, not less than twenty-four (24) hours prior to the first arbitration session.
- f. The names of witnesses who will be used in arbitration must be made known to the other party twenty-four (24) hours prior to the first arbitration session.

4. **Level Four – Board Level for Administrative/Policy Grievances**

- a. 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 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 twenty-eight (28) 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.
- b. Appeals to the 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, to the grievant and the Association.
- c. 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.
- d. The Board's decision shall be final and binding on both parties.

Article 3 – District 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 professional duties and performance. Without limiting the generality of the foregoing 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 with the assistance of employees defined by ORS 337.120, select textbooks, teaching aids and materials;
- L. The right to determine assignment of applicants for all programs of an extra-curricular nature.

Article 4 - Association Rights

A. Minutes

The District shall make available to the Association President an official copy of the Board meeting minutes, agenda and non-confidential portions of the Board Members' packets of each public school Board meeting, whether regular or special, in compliance with timelines established by Public Meeting Law. Following a School Board meeting any non-confidential late additions, materials, or documents that become a part of the official board packet will be available for review or to copy at the District Office. These items will be kept in a manner that allows for efficient review and retrieval. Executive session minutes are excluded from coverage under this Section, except as authorized by the PECBA.

B. Information

The Board agrees to furnish to the Association, in response to reasonable requests, information which is subject to Public Records Law and/or required by law for the Association to function as Bargaining Representative. Upon prior notification, the Association agrees to pay reasonable costs for information that is not readily accessible.

C. **Use of School Buildings**

Prior approval of use of school facilities shall be obtained from the principal of the building in question by the FREA president or building representative at least twenty-four (24) hours in advance of a meeting of seven (7) or more FREA members. Small unofficial groups of less than seven (7) shall obtain verbal approval from the building principal prior to the meeting. Approval shall not be unreasonably withheld. Use of school facilities shall occur during employees' non-duty time and shall not interfere with District sponsored activities.

D. **Use of School Equipment**

The Association shall have the right to use school facilities and equipment that is normally available for staff use, when such equipment is not otherwise in use. The cost of supplies, materials, and repairs necessitated by Association use shall be paid by the Association. Use of school equipment shall be limited to employees' non-duty time and shall be governed by normal staff use procedures.

E. **Mail Facilities and Mail Boxes**

1. The Association shall have the right to use the inter-school mail facilities and school mail boxes. As a courtesy, a copy of all material for general distribution will be sent in advance to the principal of each school and to the Superintendent.
2. The Association may use the District's e-mail system to communicate with its members regarding Association business with the following conditions:
 - a. Building administrators and the Superintendent will receive copies of any e-mails distributed to the general FREA membership.
 - b. FREA will not use the District's e-mail system to lobby for or against any political candidate, ballot measure, legislative bill or law, or to coordinate strikes, walkouts, work stoppages or activities that violate the Contract.
 - c. FREA agrees to abide by the District's policy and administrative regulations regarding the uses of District e-mail facilities.
3. The Association will indemnify the District regarding any claims, as a result of the Association's use of District's mail or e-mail facilities.

F. **Association Leave.**

The Association shall be allowed up to a total of ten (10) days of leave, not to exceed two (2) consecutive days per occasion, to conduct Association business. Staff shall use their professional discretion to minimize the impact of association related absences on their students. The District shall provide a substitute employee for two (2) of those leave days, upon request of the Association. For those days the Association uses beyond two (2), the Association shall reimburse the District for the cost of the substitute. The Association president shall designate which employees shall be authorized to use available leave.

The district acknowledges that on occasion FRSD staff may hold office, or have needs to support their broader association either regionally or on a state level. Requests may be approved beyond the 10 days in consultation with the Superintendent, and with a plan to minimize negative effects on FRSD and or its students.

- G. Whenever any representative of the Association or any employee participates during working hours in negotiations; grievance proceedings; legal or quasi-legal hearings or meetings, he/she shall suffer no loss in pay. This provision applies only to meetings/proceedings scheduled during the employee

work day by mutual agreement between the District and the Association.

- H. Upon request, an Association representative shall be allowed to make brief announcements at the end of any faculty or other professional meeting. The Association shall have the opportunity to suggest items for the Agenda. Any additional time that goes beyond employees' work day shall not result in any requests for comp time and/or overtime.
- I. The Board shall place on the Agenda of each regular Board meeting any matters brought to its consideration by the Association, so long as those matters are made known to the Superintendent's Office five (5) working days prior to said meeting. The Association shall have the opportunity to suggest items for the Agenda.
- J. The Association will be provided with the names and addresses of all new and terminating employees.
- K. **Dues and Payroll Deduction**
 - 1. Any employee who is a member of the Association or who has applied for membership may sign and deliver personally or through the Association to the Superintendent, an assignment authorizing deductions of membership dues in the united teaching profession (i.e., Local, OEA-NEA). Such authorization shall continue in effect from year to year, unless revoked in writing prior to October 1 or thirty calendar days from the first contractual workday, whichever occurs first, as hereinafter provided. Pursuant to such authorization, the District shall deduct one-tenth of such dues from the first regular salary check of the employee each month for ten (10) months, beginning in September and ending in June of each year. Deductions for employees who join the Association after the commencement of the school year shall be appropriately prorated so payments will be completed by the following June.
 - 2. Withdrawing the payroll deductions authorization for such dues may be accomplished by writing a letter to the office of the Association and to the office of the Superintendent and delivered on or before October 1 of the membership year.
 - 3. Upon appropriate written request from the employee, the District shall deduct from the salary of any employee and make appropriate remittance to the credit union and designated insurance carrier.
 - 4. The Association and individual employees shall hold the District harmless from any claims, costs or liabilities arising from compliance with this article, provided any District error is corrected within thirty (30) days of being brought to the District's attention in writing.
- L. **Statutory Rights and Benefits** 1. The Fern Ridge School District will ensure all aspects of Oregon Regulatory Statutes that relate to association rights are followed and implemented. The ORS regarding Public Employees Rights and Benefits are currently available at: https://www.oregonlegislature.gov/bills_laws/ors/ors243.html
 - 2. The parties agree to the following additions/clarifications regarding application of the statutes in ORS 243:
 - a. For the purposes of this Article, "FREA is the exclusive representative";
 - b. The FREA president is the designator of association representatives for all meetings with the district (may be non-employee designees such as LUBC);

- c. “Designated Representatives’ shall include FREA executive board officers, elected building representatives, and their designees;
- d. Employees who are tasked by FREA to complete union tasks may do so during the contract day provided they make arrangements during business hours for coverage and give at least 24-hours’ notice to their site supervisor. The parties may mutually agree to utilize substitute teachers where necessary. Such tasks will be scheduled so as not to interfere with normal school duties whenever possible and within reasonable time;
- e. New employees shall be allowed to attend a “FREA” New Employee Orientation up to one hour during paid time in the first work week of the year. Subsequent new employees shall be afforded the same orientation time within 30 days of their start date, subject to (d) above;
- f. Union representation on district committees such as interview committees, bargaining a successor agreement or a memorandum may occur outside of normal work hours. In that case, employees may use exchange time during non-student contact to offset 1:1 the time spent in the district meeting;
- g. The Statutory 120-day provision of new employee lists shall be completed during the calendar year quarterly on or before March 31st, June 30th, September 30th, and December 31st.

Article 5 – Employees Rights

A. Discipline

- 1. Discipline shall be defined as verbal reprimands, written reprimands or suspensions without pay.
- 2. Before administering employee discipline, the District will comply with due process procedures as follows:
 - a. The employee will be given the charge(s) and the information forming the basis for such charges. Except for verbal reprimands, the charges and the information forming the basis for such charges will be in writing.
 - b. The employee shall be given the opportunity to respond to the charges;
 - c. As part of its investigation, the District will review the employee’s response (including corroborating documents and witness testimony) and such response will become part of any ensuing disciplinary record;
 - d. The employee shall be given the opportunity to appeal any proposed disciplinary action to the School Board which shall hear and respond to such an appeal within sixty (60) working days.
 - e. Except for the most serious of offenses, the District shall apply the principal of

progressive discipline.

B. Dismissal/Non-Extension

1. No contract employee shall be dismissed, or non-extended without just cause. For purposes of this Article, just cause shall be defined as:
 - a. The District, before administering the dismissal/non-extension, must make an objective investigation in which the employee has written notice of the charges and an opportunity to refute the charges. In order for dismissal/non-extension to be administered, the District must have substantial evidence or proof of the charge.
 - b. The order or rule must reasonably be related to the orderly, efficient, and safe operation of the District. The dismissal/non-extension shall be reasonably related to the seriousness of the offense, the past record of the employee, and must be administered uniformly.
 - c. Employees shall be given notice of all District work rules and performance expectations except those which, by common knowledge, may be reasonably considered as part of a licensed employee's work/performance requirements or which are part of pre-existing statutory requirements for school personnel.
2. The specific reasons forming the basis for the contract employee's dismissal/non-extension shall be made available to the employee, on request.
3. No contract employee shall be dismissed or non-extended, except for grounds enumerated in ORS 342.865.
4. A contract employee who is dismissed or non-extended shall have the option of challenging the District's actions under ORS 342.805 to 342.930 or through a just cause grievance, using the process of Article 2 of this Agreement. If the employee chooses the grievance option, the parties agree to waive the rights, limitations, and procedures under ORS 342.805 to 342.930. An arbitrator will not overturn a dismissal/non-extension because of technical errors in the Program of Assistance.
 - a. If the employee chooses the statutory option, a hearings officer will be selected from the OSBA/OEA list, using an alternate striking process.
 - b. If the employee chooses the grievance option, the process for selection of an arbitrator shall be as described in Article 2, Section E, 3, of this Agreement.
5. Specifically excluded from this just cause provision of the Contract are the substance of an evaluation, extra-duty positions, and the dismissal or non-renewal of probationary employees. This Article does not modify the Board's right under the provision of ORS 342.835 to dismiss or refuse to renew the contract of a probationary employee Afor any cause deemed in good faith sufficient by the Board.
6. In cases where an arbitrator is considering a contract employee's dismissal of employment based on progressive discipline, the arbitrator may consider the findings from any previous disciplinary action related to the employee, the employee's response to such discipline, and the fact that the employee was afforded only due process rights.

C. Treatment of Employees

Should corrective action be necessary, the employee shall have the basis for corrective action

presented to him or her, in writing, and shall sign and return a copy of the written notice to the originator, as acknowledgment of receipt of said notice.

D. Representation Rights

An employee shall be entitled to have present a representative of the Association during a meeting which the employee reasonably believes may lead to disciplinary action. When a request for such representation is made, no action shall be taken with respect to the employee, until such representative of the Association is present; but in no case shall the delay be longer than forty-eight (48) hours. Further, in the event the administrator expects the meeting to result in disciplinary action, the employee shall be advised of the meeting and the right to representation, in writing, under this provision of the Agreement, prior to the meeting taking place.

E. Criticism of Employees

Any criticism of any employee by a supervisor, administrator, teacher or other agent of the District shall be made outside the presence of students, parents of students, staff or at public gatherings, and using the utmost discretion. All critiques made shall be confidential.

F. Organizing

Employees shall have the right to organize; to join and assist the Association; to participate in professional negotiations with the Board through the Association; and to engage in other activities, individually or in concert, for the purpose of establishing; maintaining; protecting; or improving conditions of professional service and the quality of the educational program. Association business is not to be conducted during school hours.

G. Personal Life

The personal life of an employee will not be an appropriate concern, or be brought to the attention of the District, so long as it does not affect the performance of the employee.

H. Intellectual Property

The parties recognize that employees retain authorship or patent interests in all works created outside of work hours without the use of school district property, including computers.

I. Citizenship

Employees shall be entitled to full rights of citizenship and no religious or political activities of an employee, or the lack thereof, shall be grounds for any discipline or discrimination, with respect to the professional employment of such employee, providing said activities do not violate any local, state, or federal laws.

J. Safe Working Conditions

Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health; safety; or well-being, as mandated by ORS and the Occupation Safety and Health Act. Employees shall be responsible to call to the attention of their administrator any condition which may be considered unsafe.

K. Non-Discrimination

The District will not discriminate against employees on basis of race, color, religion, national origin, union activity, gender, age, domicile, marital status, or handicap. If the employee chooses to pursue such a matter through another venue of competent jurisdiction, he/she will be barred from pursuing a remedy through the contractual Grievance Procedure. If the employee pursues a remedy in another venue during, or subsequent to, arbitration, the arbitration process shall be discontinued and/or the award voided.

L. Use of Video Cameras

1. When a teacher wishes to use a video camera(s) in the instructional setting, he/she must have a District Administrator's pre-approval and conform to students' rights to privacy.
2. The District will not use video camera/recorders for the sole purpose of evaluating instructional performance without the teacher's pre-approval.
3. Should the District want to use a video camera/recorder for teacher formative or summative assessment in a given classroom, the District will do so only with the teacher's pre-approval/consent, unless the use of a video camera is part of a plan-of-assistance.
4. Teacher discipline shall not be solely based on camera evidence unless the images substantiate illegal activity.
5. Should the District or one of the state/federal agencies working with youth wish to use video recordings for observing/evaluating student performance/behavior, said record will not be used for evaluating a teacher on a summative basis without the teacher's approval.

Article 6 – Personnel Files

- A. Personnel files shall be maintained for each employee by the District. This file shall contain materials relevant to the employee's employment and shall be the sole repository of such material. This does not preclude any administrator from maintaining a working file at the building level, subject to the provisions of Section E, below.
- B. All employee personnel records and any investigatory records shall be considered confidential and access to those records shall be permitted only in accordance with District Policy and state and federal law.
- C. Employees, alone, or with their representative, shall have the right to review their personnel files and to receive a copy of any document contained therein.
- D. Employees will be given a copy of evaluations, complaints, and written disciplinary action (and related documents) to be placed in their personnel file and may submit a written response which will be attached to the file copy.
- E. No evidence not previously recorded in an employee's personnel file shall be used by the District as a basis for its actions against the employee.
- F. Employees may remove from their personnel files any materials over five (5) years old, except that evaluations and written disciplinary action shall be permanent parts of the employee's personnel file, unless eliminated through the grievance process. No material may be removed contrary to law.

Article 7 – Complaint Procedure

- A.
1. If a complaint is made against an employee and is a written, formal complaint which may be used in the employee's evaluation and/or placed in the District personnel file, the Administrator is to hold a conference with the employee within five (5) working days of the formal complaint to discuss the complaint and determine whether or not the complaint can be resolved informally. If the issue is not resolved to the mutual satisfaction of the parties, the administrator is to hold a conference with the complainant and the employee. However, if the Administrator determines that such a conference will not be beneficial, he/she will have the option of not holding it.
 2. In those situations where there is no meeting between the complainant and the employee, the District may place documentation of the complaint and its subsequent investigation in the personnel file if the District is able to establish the validity of the complaint.
 3. In those instances where there was no meeting between the complainant and the employee, the District would not take disciplinary action or refer to the complaint in the employee's evaluation unless the complaint can be established in accordance with Section C, of this Article.
 4. If the employee is not satisfied with disposition at the building level, he/she may appeal the decision to the Superintendent.
 5. If the complainant is not satisfied with the disposition at the building level, he/she may appeal the decision to the Superintendent per the District's Public Complaints Procedure policy.
 6. If the complainant is not satisfied with the disposition at the Superintendent level, he/she may appeal the decision to the School Board per the District's Public Complaints Procedure policy.
- B. Any such complaint which the Administration chooses not to discuss with the employee or which is not discussed pursuant to Section A, above, within ten (10) working days shall not be considered in the employee's evaluation and shall not be used in any subsequent action by the District.
- C. Only complaints which are signed by an adult complainant shall be processed in accordance with this Complaint Procedure. The District, however, retains the right to investigate concerns raised in a complaint and, if the concerns are substantiated by evidence independent of the complaint, to administer appropriate discipline in compliance with the due process standard defined in Article 5, Section A, of this Agreement.
- D. Only complaints which are determined to be valid and are used to document the necessity of discipline of the bargaining unit member will be placed in the employee's personnel file.
- E. If the complaint is placed in the employee's personnel file, it shall include at least the following information: name of the employee against whom the complaint is made; the date and nature of the complaint; signature of the complainant. The employee, if requested, shall have the right to representation of his/her choice.
- F. The District will complete any investigation prior to filing a report with the Teacher Standards and Practices Commission.

- G. Complaints involving allegations of sexual harassment or potential criminal violations will not be subject to the provisions of this article and will be processed solely in accordance with District policy and state law.

Article 8 – Assignments, Vacancies, and Transfers

A. Assignments

Grade, subject, activity, specialty and worksite assignments shall be made by the District. Employees shall be notified by the last employee work day, in writing, of any change in such assignments for the following school year.

If, after the last day of school, the District makes a change in assignment, the District will within five (5) days notify the affected employees. The District will attempt notification by phone (which could include cell phone), e-mail and finally by regular mail. Employees are responsible for providing necessary and up to date information on the summer check out form for District use in providing notification of changes in assignments.

B. Transfers

A voluntary transfer is when a change in the current building location, room, grade, or subject area is initiated by the employee.

An involuntary transfer is when a change in the current building location, room, grade, or subject areas is initiated by the District.

When making transfers, the District shall take the training, experience, specific achievements, service to the District, wishes and convenience of the employee into consideration. However, it is understood that the instructional requirements and best interests of the school system and the students are of primary importance. Costs incurred in involuntary transfers due to staffing requirements, administrative decision or changes in curriculum which forces the employee to be re-certified will be paid for at District expense. The District shall work cooperatively with the Teacher Standards and Practice Commission (TSPC) in matters of mis-assignment and endorsement problems which may rise from these changes in instructional requirements. Involuntary transfers will be made only after voluntary transfers have been considered.

Employees initiating a voluntary transfer will be provided with administrative and support services to assist with the transfer (e.g. custodial assistance).

When an employee is involuntarily transferred the District will provide administrative and support services to assist with the transfer (e.g. custodial assistance). In addition, employees will be eligible for the following compensation or release time depending on the type of transfer.

1. If an employee is changing location to another building or a different room within the same building the employee will receive compensation equal to eight (8) hours of pay at his/her per diem rate of compensation.
2. If an employee's assignment is changing from the current grade or subject area taught during the previous school year the employee will receive at the beginning of the school

year compensation equal to eight (8) hours of pay at his/her per diem rate in compensation for the additional preparation and planning required by the employee. For a secondary teacher a change in assignment is defined as at least half of the total sections taught in a term being different from the previous school year. During the school year in which the transfer is first effective the employee shall also be eligible for up to a total of two (2) days of release time. This time may be used to release both the employee and a peer (one (1) day each) or to release the employee (two (2) days) for a collaboration with a peer, to work on planning and curriculum work. But in no case shall the amount of release time provided during the school year exceed two (2) days. Dates when release time may be used shall be mutually agreed upon between the administration and the teacher.

C. Application for Transfer

Employees who are covered under this contract and request a transfer to a posted, non-administrative opening will be granted an interview. If the application for transfer is denied, the employee will be notified of the reason(s) in writing.

D. Notice of Vacancy

Notices of bargaining unit vacancies will be distributed to the schools for posting; notices will also be sent via e-mail to all bargaining unit members and posted electronically on the District's website. Vacancies shall be filled on the basis of qualifications. Information regarding job description, qualifications and salary shall be available upon request. No bargaining unit vacancies will be filled without prior notice of five (5) business days of said vacancy given to the Association. The Association shall be responsible for notifying the Superintendent's office of the person designated to receive such notices and indicate where they are to be sent.

For employees who have indicated an interest in a specific position by submitting a request with the District office, the District will mail the employee notice of vacancies for those positions in which he/she has indicated an interest. The District will mail the notice to the employee at the last address on file with the District. Employees with current information on file with the District will only be required to submit a letter of interest in order to be considered for a position. It is the responsibility of the employee to ensure this information is up to date.

Vacancies are defined as bargaining unit positions that are not filled by a current employee. Vacancies will be posted pursuant to Section D of this Article, except when the District decides to fill the position with an employee who would have been laid-off or is on the recall list.

A selection committee will be used to interview and recommend candidates for posted and/or open certified positions. The FREA President or a designee shall identify a volunteer bargaining unit member to serve on the selection committee. Additional volunteer member(s) may be invited to participate at the hiring administrator's discretion. If a FREA member is not identified within five contractual days of receipt of notification of the formation of a hiring committee (or five non-contractual business days during the summer break), the District may continue the selection process without a FREA appointed representative on the selection committee. It is encouraged, but not required, to include a bargaining unit member on hiring committees for classified, confidential and building administrative staff (using the procedure for certified positions described above).

Article 9 – Employee Evaluation

A. **Job Descriptions**

The FREA developed an evaluation process with school administrators which includes job descriptions and performance standards, as mandated in ORS 342.850 and 342.856. Changes in the evaluation procedure will be done by mutual consent.

B. **Written Evaluations**

The performance of all employees shall be evaluated in writing by administrative licensed personnel. Probationary employees shall be evaluated at least two (2) times prior to January 30 of each year. All contract employees will be formally evaluated at least once every two (2) years; those evaluation reports should be submitted to the District Office by May 20th of the year of evaluation. The criteria and process for evaluation shall be clearly defined by the building Principal at the start of the teaching year. The evaluation process shall include those instruments necessary to complete the Evaluation Form.

C. **Results of Evaluations**

Employees will have the opportunity to discuss the results of the evaluator's observations with their immediate supervisor. Copies of all written reports on the observations of classroom performance of an employee will be given to such employee. The employee shall sign the evaluator's copy acknowledging receipt of the employee's copy. An employee may attach a rebuttal to any observations or reports.

D. **Program of Assistance For Improvement.**

1. A Program of Assistance For Improvement means a written plan developed by the District, with Association assistance, that with reasonable specificity:
 - a. Assists an employee to adapt and improve to meet changing demands of the profession.
 - b. Identifies specific deficiencies in the employee's conduct or performance;
 - c. Sets forth corrective steps the employee may pursue to overcome or correct the deficiencies;
 - d. Establishes the assessment techniques by which the District will measure and determine whether the employee has sufficiently corrected the deficiencies to meet District standards;
 - e. Identifies the assistance to be provided by the District;
 - f. Establishes the timeline for improvement;
 - g. Identifies what will occur, if the Plan is or is not met.
 - h. Programs of Assistance are not required for probationary employees
2. A contract employee shall be entitled to a program of assistance for improvement, if the District does not extend an employee's contract by March 15 of the first year of his/her contract.
3. The employee will be informed that the Association is a resource that may be accessed during the development of the Program for Assistance for Improvement.

- E. No employee will be evaluated, nor will any Program of Assistance For Improvement be required, for subject area deficiencies identified in an area for which the employee is not licensed.
- F. **Peer Assistance.**
1. The District will offer peer assistance to any employee it determines to have a deficiency specified in ORS 342.865 (1) (a), (d), (g), or (h). The District may also offer peer assistance under any other circumstances it deems appropriate.
 2. The District and the employee shall mutually select the person(s) or agency who will provide the assistance.
 3. Participation in peer assistance is voluntary.
 4. No witness or document relating to, or arising from, peer assistance will be used for any purpose, unless the employee and the District mutually agree to its use.
- G. **Informal Evaluations.**
- Employees may be evaluated informally at any time. Employees will be provided copies of any observation notes. In addition, the employee may request a conference with the administrator following the observation.

Article 10 – Reduction In Force

- A. **Layoff**
1. Employees shall be laid off or reduced pursuant to ORS 342.934 from the available properly licensed pool. Staff members to be retained shall be selected on the basis of the District’s strict adherence to the following in the specific order.
 - a. **Licensure.** That employees retained be properly licensed for the position;
 - b. **Seniority.** Defined as the employee’s total length of continuous service in the District in a licensed bargaining unit position. Seniority will be computed and will accrue based on the first day of actual service with the School District. Prior to September 15, 2004 the District will hold drawings for all current employees who have same seniority dates. The drawings will be scheduled in advance and employees may have a representative draw for them if they are not able to attend the scheduled drawing. The drawing of lots will be done by the individual employees or their designated representatives. The result of this drawing will establish the permanent seniority list for all current employees as of June 14, 2004. All new hires who have the same seniority date will draw lots to establish their seniority no later than September 15th of the year he/she is hired. The drawing of lots will be done by the individual employees or their designated representatives. Present employees on the recall list who are recalled to work will be placed on the seniority list as least senior of the group hired the same year the employee last began District employment before lay-off. Seniority shall continue to accrue during leaves and authorized leaves of absence shall not be considered to “break” continuity of employment.

- c. **Competence.** Defined as the ability to teach a subject or grade level (defined as elementary [K-6], middle [6-9], or high school [9-12]) based on recent teaching experience related to that subject or grade level within the last five years, or educational attainments, or both, but not based solely on being licensed to teach. Consistent with this definition of competence; however, so long as an employee is already licensed in a given area, subject, or endorsement area at the time that a layoff is declared, the District shall consider the willingness of the employee to pursue additional training and educational preparation equivalent to nine (9) credit hours in making a competence determination. The nine (9) credit hours are subject to mutual agreement.
2. When it becomes necessary to lay off or reduce the assignment for an employee, the District shall give written notice to both the employee and the Association as early as possible, but will provide at least thirty (30) calendar days notice prior to layoff. Upon the request of the employee who is notified of a layoff, the Superintendent or his/her representative will meet and discuss the layoff with the employee within five (5) calendar days of the employee's request.
3. The District shall demonstrate, upon receiving written notice by the Association, that the employee(s) being laid off has (have) been laid off pursuant to the terms of this Agreement.
4. The District shall extend coverage under its insurance program provided for in Article 16 (Insurance) for the employees who are laid off. The District will pay the cost of such premiums during the first three months following layoff and such coverage may be continued as stipulated by current law by the employee for the balance of the layoff at the employee's expense. Employees who accept other employment shall not be eligible for the extension of group insurance coverage.

B. Recall

1. Laid off employees shall be recalled to vacant positions as defined in Article 8, Section D for which they are properly licensed on the basis of the criteria outlined in Section A, above. All benefits to which the employee is entitled shall be restored to the employee upon recall. The District shall, upon written notice by the Association, demonstrate that it has complied with the intent of this paragraph.
2. Employees on layoff shall have recall rights for twenty-seven (27) months from the day layoff took effect.
3. Notice of recall shall be sent via certified mail to the last address given to the District Office by the employee. An employee shall have ten (10) calendar days from the date the notice of recall was received to notify the District of intent to return. Failure to notify the District of intent to return to work within these time limits shall be considered the resignation of the said employee. He or she must thereafter report on the starting date specified by the District or lose all recall rights, providing that this shall not be less than fourteen (14) calendar days from the date the notice of recall was received. In the event a laid off employee is recalled when he/she is employed by another District, he/she shall return to work no later than the sixty-first (61st) day after notifying the District of their intent to return to work.

C. Appeal Procedure

Any "appeal" from the Board's decision on layoff or recall, pursuant to this Article, shall be by

means of expedited Arbitration, as follows:

1. The Association shall have ten (10) days from the time the employee received written notice of layoff to request expedited Arbitration. This request shall be in writing.
 2. The Association and the District shall, then, have ten (10) days to select an arbitrator. Failing to do so, the Association and the District shall request that ERB appoint an arbitrator who can hear the case within one (1) calendar month.
 3. The decision of the Arbitrator shall be final and binding upon all interested parties, as long as the Arbitrator's decision is within his/her jurisdiction. The Arbitrator is authorized to reverse the layoff or recall decision made by the District, if the District:
 - a. exceeded its jurisdiction;
 - b. failed to follow the procedure applicable to the matter before it;
 - c. made a finding or order not supported by substantial evidence in the whole record;
or
 - d. improperly construed the applicable law.
- D. Temporary employees in the bargaining unit are not covered by this Article and, therefore, have no reduction in force rights or insurance benefits pursuant to this Article, when the District conducts a layoff.

Article 11 – Calendar/Work Week

A. School Calendar

1. The school work calendar shall consist of 190 days for all employees. There shall be a maximum of 178 student contact days. A minimum of five (5) full, uninterrupted work days will be provided, including one (1) at the end of each nine-week grading period and one at the beginning of the school year. The District will schedule three (3) in-service days during the year, including one (1) day when the employee's attendance will only be required from 8:00 a.m. to 12:00 p.m.
 - a. When building-wide parent/employee conferences are scheduled to extend beyond an eight (8) hour day, the employee work week shall be proportionately reduced.
 - b. In the event of a trimester grading schedule, the fifth work day shall be scheduled by the District after soliciting input from impacted employees.
2. Four (4) paid holidays shall be included in the contract year.
3. Employee attendance shall not be required whenever student attendance is not required due to inclement weather. Student contact make-up days may be re-scheduled by School Board action, only if the number of student contact days falls below 175. If the District decides to reschedule student contact days, employees shall not receive any additional compensation.
4. As a condition of employment during the term of this Agreement, employees will attend all workshops planned in the school calendar or otherwise agreed upon by the administration and employees.

5. The District agrees to pay, approved in advance, expenses which are incurred by employees in fulfillment of Section A 4 above. Such expenses will include registration fees and travel out of the District. Persons living in the Eugene city limits will not be paid for travel within the Eugene city limits.
6. The District will convene a calendar committee as an advisory committee to the school board each year. The district will present a proposed draft calendar to the committee for the upcoming year prior to February 15th. The committee members will deliberate, solicit feedback and offer recommendations to the District prior to March 15th. Membership on the committee shall include two secondary bargaining unit members and two primary bargaining unit members selected by the association. The District may add other constituent representation to the committee, so long as the bargaining unit maintains at least 1/3 of the committee.

B. Work Week

1. The basic work week for employees shall be forty (40) hours, including a minimum thirty (30) minute daily duty-free lunch period. Daily starting and dismissal times for students which may vary from school to school shall be determined by the District. The District requires that employees be at school at least one-half hour before school starts and must remain at least one-half hour after students have been dismissed and should be available to students unless both parties mutually decide otherwise. These timeframes may be varied by five minutes either before or after school, so long as the total combined times comprise at least one hour.
2. Compensatory time on a one for one basis shall be made available to any employee who is mandated by District, State, or Federal laws to work or attend meetings beyond the 40-hour week.
3. Staff meetings shall be scheduled and notification given to staff at least 24 hours in advance, except in emergencies that warrant an unscheduled staff meeting. All scheduled staff meetings shall comply with contractual restrictions, such as elementary prep time.
4. Employees shall be free to leave the building during their scheduled duty-free lunch period. An employee who has school business to conduct is free to leave the building during normal working hours; however, the employee is expected to have prior administrative approval. For non-school purposes, employees will be allowed to leave the building with prior administrative approval.

C. Preparation Time

All employees shall be provided with uninterrupted preparation time during the work day, not to be divided into more than two segments. Preparation time shall not be used for travel between work sites. Elementary and secondary employees shall receive a minimum of 50 minutes of preparation time during the workday. The District will not assign any duties or activities to certified employees during this fifty (50) minutes of each work day, except as agreed to by the teacher.

Elementary employees will be given twenty-five (25) minutes of the required fifty (50) minutes preparation time during the student contact day.

Article 12 – Work Load

A. **Class Loads**

The Board recognizes that large class loads represent a hardship on the individual employee, as well as students in the classrooms. The Association acknowledges that the District may lack the ability to control all of the factors that influence class size, particularly the number of available classrooms and the number of students. Students necessitating individual programs will be taken into account when assigning children to classrooms and every effort possible will be made to insure fair and appropriate distribution of children.

1. The District will strive to adhere to Administrative Regulation #7481 - Class Size Enrollment- recognizing that these class sizes are ideal maximums:
 - K-3: no more than 22 students per classroom;
 - 4-5: no more than 28 students per classroom;
 - 6-8: no more than 28 students per class period;
 - 9-12: no more than 28 students per class period.
2. Additional instructional assistant time will be allotted to classroom employees per the building principal's request and Board approval. An employee may initiate a request for additional instructional assistant time to the Superintendent.
3. When appealing a denial of additional educational assistant time, the following must be submitted to the board (prior to the meeting):
 - identify the current problem;
 - identify what the employee believes is the appropriate remedy;
 - provide an estimate of the costs associated with the requested remedy;
 - identify the implications for other employees in like positions to maintain equity within the District.

In addition, the employees may submit an appeal to the Board only after exhausting available administrative channels.

B. **Job Sharing**

1. Job sharing is defined as two individual employees voluntarily fulfilling the obligations of a full-time position.
2. The District agrees to consider all job-sharing proposals. All job-sharing positions will be evaluated yearly.
3. If the District rejects a job-sharing proposal, reasons will be given to the applicant in writing, within 14 working days. The applicant may appeal the decision up to and including a Board hearing. The Board's decision is final.

C. **Special Education Workload**

Special education teachers, Speech-Language Pathologists (SLP's), Behavior Specialists and ELL teachers will not be required to participate in parent teacher conferences in lieu of additional compensation or exchange time, for time spent on writing IEP's and meetings with parents. In rare instances where attendance is necessary, exchange time can be pre-approved by the supervisor. Effort will be made to schedule conferences that require attendance by the special education teacher to be scheduled within the same four hour time frame. If attendance at conferences is required, exchange time will be awarded in four hour blocks.

Itinerant staff working at both elementary and secondary will follow the elementary calendar for conferences. Itinerant staff working at elementary only will also follow the elementary calendar. Itinerant staff working at secondary will follow the secondary calendar for conferences.

For elementary teachers, in addition to the planning days and preparation periods provided by contract, elementary special education teachers will schedule an additional 30 minutes during their work day for preparation purposes.

For secondary teachers, in addition to the planning days and preparation periods provided by contract, secondary special education teachers will schedule the equivalent of an additional 1/2 prep throughout the school year.

D. Non-Instructional Duties

When assigning non-instructional duties that are not part of the duties of a licensed position, the District will assign equitable time among licensed employees.

Article 13 – Instruction

A. Student Discipline

1. An appropriate student Conduct Code shall be cooperatively developed by the Administration and faculty for each school building. Upon approval by the Principal, the proposed Conduct Code shall be presented to the faculty for review prior to its implementation. The Administration and faculty shall review the Conduct Code at the end of each school year (May or June meeting).
2. Employees shall have the right to temporarily remove seriously disruptive students from their classroom/work site. Prior to readmission, a conference will be held with the appropriate administrator to advise the administrator of the nature of the incident. Subsequently, and by mutual agreement between employee and administrator, a conference will be held with the employee, the administrator, and/or student and the parent/guardian to discuss future behavioral expectations. (If a parent/guardian is contacted and refuses to attend, the conference may be held without the parent/guardian.) A seriously disruptive student is one who is unmanageable and/or who may pose a threat to the physical safety of the employee or other students. Final decisions as to regular admittance to class rest with the Principal. Excluded from this provision are students whose written educational plan specifically precludes removal from the classroom for disciplinary reasons.
3. Employees (teachers, administrators, and support staff) are expected to maintain order and safe conditions in their respective areas of instruction responsibility. Failure to exercise proper leadership control and take measures to eliminate hazards may be considered as a proper matter for corrective disciplinary action by the District.

B. Evaluation of Students

The employee has the responsibility to determine grades and provide other evaluative information for students. All grades and evaluations shall be consistent with the District's grading policy. No

changes in grades or evaluations shall be made without consulting with, and obtaining the approval of, the employee who assigned the grade, unless the employee cannot substantiate a grade or has left the District and cannot be reached. A grade may be changed by Board action. Subject to the student's right of due process, no grade changes will be made after one year has elapsed from the time the grade was assigned.

C. Site Councils

1. The District may establish School Improvement and Professional Development Programs/Site-Based Decision Making Programs/21st Century Schools Councils Programs, as provided for under ORS 329.555 and 329.690; the Oregon Educational Act for the 21st Century; and/or as part of the District's Staff/Curriculum Development Program.
2. No site program shall violate any District policy, violate any provision of the Master Agreement, or establish past practice without the approval of the District and the Association.
3. When an employee participates in such programs which require his/her attendance beyond the normal workday and/or calendar, the employee shall receive exchange time.
4. The Association will be provided with copies of Site Council agendas and minutes.

D. Distance Learning

It is mutually recognized that "distance learning" technologies and programs can offer expanded educational opportunities to the District's students, as well as a shared desire to facilitate the realization of such opportunities. Therefore, the District and the Association agree that:

1. Course curriculum may be delivered by a non-TSPC licensed instructor providing the District assigns a bargaining unit member as supervisor/facilitator.
2. Students enrolled in a District sponsored Alternative Education Program may register for District Approved Computer Assisted Programs as prescribed in their respective Personal Education Plan (PEP) and the course of study is supervised by an ODE/TSPC qualified instructor.
3. Teachers who are assigned to supervise a District distance learning course will comply with TSPC direction and/or regulations.
4. No District teacher will be terminated/laid off as a result of the District's utilization of a distance learning program providing there is a TSPC highly qualified teacher licensed to teach the content presented in the distance learning program on staff at the time of adopting the distance learning program.
5. During the dates that this Agreement is in force, no teacher will be terminated (unless for cause) or laid off if the District should utilize distance learning providing there are sufficient teachers on staff who hold TSPC highly qualified status in the distance learning course content.
6. Prior to assigning a teacher to teach virtually and in-person simultaneously, the district will meet with the teacher and the association to discuss the circumstances necessitating such a move. The teacher will have the final authority to accept the change or not. This is only for changes in assignments in regards to simultaneous virtual/in-person teaching that have occurred after the requirements outlined in Article 8.A.

Article 14 – Professional Development

A. Professional Development Fund

1. The District shall provide an Annual Professional Development Fund equivalent to \$250 per FTE, per year. The FTE from the current fiscal year adopted budget will be used for calculation purposes. These dollars will be used to support District-wide training and unit members professional development training.
2. One half of this amount shall be used to pay for reasonable expenses related to unit members' attendance at conferences, seminars, and/or other educational programs, including but not limited to National Board Certification, the TSPC Teacher Leader license, and related expenses. FREA shall administer this portion, with the President or a designee serving as a coordinator to liaison between the FREA executive committee and the district. FREA will establish a fair and equitable application and review process in consultation with the district. FREA will approve allocation of funds for appropriate reimbursement for individual professional development and will receive approval from the District, which will make the payment. The coordinator will receive reimbursement from the FREA portion at the rate of Column A, Step 6 on the Co-curricular Instruction Salary Schedule.
3. The other half of this fund shall be set aside to support the District-wide training for bargaining unit members. Classified employees and administrators could participate in these programs should they want to attend, with additional costs paid from different sources. Monies from this portion of the fund not committed by March 15 may be added to the amount available for reimbursement, as above.

B. CPD Plans

1. Employees shall decide whether or not to participate in a District Plan or an Individual Plan.
2. An employee has the right to request a continuing Professional Development Advisor with the approval of his/her supervisor. The function of the Plan Advisor will be to:
 - a. Assist in the development of the Plan design and any proposed modifications, and
 - b. Ensure compliance with the Plan and verify that the employee participated and/or completed Plan activities.
3. Appeals and disputes regarding the completion of Professional Development Units will be handled in accordance with the TSPC rules and regulations.

C. New Employee Support

1. In considering retention and an attractive work option, the District will:
 - a. Start first year teachers on a 193-day contract, with days added at per diem rate, for the purpose of learning both district and building-level systems and protocols, as well as other district-directed activities;
 - b. Engage first and second-year teachers in a voluntary district mentor program, which

will be designed with input from FREA;

Article 15 – School Reform

A. Purpose

Acknowledging the sweeping changes in public education initiated in the last decade throughout Oregon and the United State, the following guidelines are necessary to implement reforms in a fashion that best meets student needs.

B. Training

When the District requires the employee to assume new responsibilities, the employee can request a meeting with his/her administrator and discuss what assistance the District may be able to provide.

C. Materials

When the District requires the implementation of new instructional materials, attempts will be made to provide the materials as soon as possible.

D. Other Responsibilities

The District will set aside three (3) full days, at the elementary level, of the current training days for the purpose of scoring and creating benchmark activities, portfolio management and assessment, and scoring and creating worksamples. AT the secondary level, two full days will be set aside for the above activities. In exchange for having one less day for these activities at the secondary level, building principals will designate 3 Early Release Wednesday's, in conjunction with building staff, as dedicated time for staff to have uninterrupted work time. These portfolio/worksample days shall be determined by consensus of the calendar committee.

Article 16 – Compensation

A. Salary

1. Salary Schedule

The compensation schedules for 2021-2024 and the related indices are attached to this Agreement as Appendix A, B and C and, by this reference, incorporated herein.

For the 2021-22 contract year, the District shall increase the 2020-2021 salary schedule at the base salary (BA Step 1) by 2.50%.

For the 2022-2023 contract year, the District shall increase the 2021-2022 salary schedule at the base salary (BA Step 1) by 2.0%.

For the 2023-2024 contract year, the District shall increase the 2022-2023 salary schedule at the base salary (BA Step 1) by 1.75%.

2. Salary Placement

An employee new to the District will be placed on the Salary Schedule using the following criteria:

a. **Step Placement**

New employees shall receive full credit for teaching experience in public or private schools for each year that the employee taught a minimum of one-hundred thirty-five (135) student contact days as a licensed teacher. The Superintendent may also consider licensed administrative experience in regard to Step Placement for teachers. For CTE licensed teachers, private sector work experience may be considered by the Superintendent in regard to step placement.

b. **Column Placement**

New employees shall receive full credit for coursework which meets the following criteria:

- successfully completed (grade C or pass) graduate credits received after receipt of a Degree necessary to obtain a teaching license; and

credits must be relevant to the employee's assignment or current endorsement area(s).

c. **College Experience**

- New employees with college teaching experience shall receive one year of full credit (a step placement) for teaching experience in an accredited public or private college or university for every two years in which the employee was a full-time faculty member for a minimum of one-hundred thirty-five full-time equivalent calendar days in a given year. The Superintendent will use their discretion regarding interpreting work experience and considering a greater or lesser ratio than the described 1:2 depending on the number of days worked, and relationship to a full-time teaching position.

3. **Salary Advancement**

a. **Step Advancement**

Effective July 1 of each year, all certified employees, (including temporary employees continuing employment for another year), except those on the bottom step of each column, shall receive a step increase, provided that the employee has completed 135 days of service (including paid leave) to the District.

b. **Column Advancement**

Employees who earn a credit level necessary to advance horizontally shall advance to the appropriate column, provided the credits meet one of the following criteria:

- successfully completed (grade C or pass) graduate credits which are relevant to the employee's assignment, current endorsement areas, or and licensure renewal plan; and
- approved in advance by the District.

Employees must submit transcripts to the District no later than December 31st to verify this new credit level. Transcripts must be received on or before the last day of the month in order to be reflected on the following month's payroll. Transcripts received between January 1st and August 31st will be processed and salary will be recalculated effective September payroll.

B. **PERS Employee Contributions**

1. The District shall continue to pay, as permitted by ORS 238.205 and 238A.335, the six

percent (6%) employee contribution to the Public Employee Retirement System for all unit members who are eligible pursuant to ORS 238.015 and 238A.100. Such payment of employee contributions to the System shall continue for the life of this Agreement. Payment of the employee contribution shall also be applicable to unit members who first began to participate in the System on, and after, September 1, 1979. If employer payments of employee contributions are prohibited as a result of legislative or court action, the value of the employee contribution (6%) shall be added to the salary schedule.

2. The full amount of required employee contributions assumed 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 (26) and 238A.005 (17) for the purposes of computing an employee member's "final average salary" within the meaning of ORS 238.005 (9) and 238A.130 but shall not be considered as "salary" for the purposes of determining the amount of employee contributions required to be contributed pursuant to ORS 238.200 and 238A.330. Such employee contributions shall be credited to employee accounts, pursuant to ORS 238.205 (4) and 238A.350 (3) and shall be considered to be employee contributions for the purposes of ORS 238.200 to 238.215 and 238A.330 to 238A.335.

C. Payment

Each employee shall have the option of receiving his/her salary in ten (10) or twelve (12) equal payments. Payment will be on the twentieth (20) day of each month. If the twentieth day falls on a weekend or on a holiday, payment will be made on the last working day before the twentieth of the month. Employees who opt for the twelve (12) payments have the option to draw on their July and August checks in March and/or receive their July and August checks with their June check at the end of the teaching year.

D. Extended Contracts

1. Salary for extended contracts shall be 1/190th of the employee's contracted salary times the number of days contracted when an employee is performing an extension of normal contract duties (employees teaching students, media specialists working in the library), based on an 8-hour day.
2. Extended contracts for all curriculum and staff development and Drivers Education shall be reimbursed at the rate of 1/190th of the BA starting base salary, based on an 8-hour day.
3. Extended contracts for special projects not listed in the above will be negotiated between the individual and the District, subject to the review of the FREA.
4. Extended contracts and appropriate compensation for those contracts are for a one-year duration.

E. Reimbursement

Expenses for previously approved meetings will be reimbursed by the District according to District Policy.

F. Payroll Deductions

1. Upon receipt of written authorization from any employee, provided a minimum of five (5) employees request such deductions to a specific company or organization, the District will provide any or all of the payroll deductions, as follows:
 - group insurance (health, accident, disability, life);
 - tax sheltered annuities;

- regular monthly OEA, NEA, Local dues;
 - SELCO Credit Union deductions;
 - EE Bonds.
2. Voluntary deductions from checks will be forwarded to the recipient at the time of deduction.
 3. For those employees who have selected a Plan prior to July 1, 1998, the minimum of five (5) participants shall not apply.
 4. The Association agrees to hold the District harmless against any and all claims, suits, orders, or judgments brought against the District as a result of the District's compliance with this Article. However, the District agrees to correct any District errors within thirty (30) days of notice and verification of such error.
 5. Subsection #1, above, is subject to the following limitation:
 - The addition of insurance programs and carriers requires the approval of the District.

G. Co-curricular Activities

1. Approved Activities

The District agrees to post in the usual and customary manner all openings for extra duty assignments. The District will also make every reasonable attempt to notify employees of their renewal or non-renewal for a co-curricular activity position by June 30 of the school year.

2. Salary

It is preferred that employee participation in activities listed on the Co-curricular Instruction Code, Appendix C, which extend beyond the regular scheduled class day, be voluntary. However, if no qualified and currently employed member of the Bargaining Unit agrees to perform the service, then the District may contract with non-members of the Bargaining Unit to perform the service. The District will determine the appropriate amount of compensation if it decides to have non-bargaining unit members perform co-curricular functions. No bargaining unit member will be paid less than non-bargaining unit member with the same relevant experience in that sport and age group in question.

3. Addition of Co-curricular Activities

The initial placement or change of any extra-duty pay positions or categories not listed in the Co-curricular Instruction Code, Appendix C, shall be subject to negotiation and agreement between the Association and the District, if requested by the Association. The District has the right to make temporary assignments until negotiated. The District will negotiate the placements or changes on a case by case basis; parties will use the recommended rating criteria developed by the Association for co-curricular positions as a basis for negotiating.

4. Extra duty contracts and appropriate compensation for those contracts are for a one (1) year duration, subject to a yearly renewal.
5. Coaches listed on the extra duty schedule who are involved in Oregon School Association (OSAA) or other state competition beyond the regularly scheduled district-level competition. This does not include league play-off or state "play-in"

games.

Head Coaches: 4% of base extra duty pay per week

Asst. Coaches: 4% of base extra duty pay per week

Season extended: 1-7 Days = 4%

8-14 Days=8%

15-21 Days=12%

22-28 Days = 16%

28 Days + = 20%

6. The district will decide, in consultation with the head coach, the number of assistant coaches who will receive extended pay. The pay for these coaches ceases upon elimination of the team or last individual from competition. This does not include Cheer, Band or Choir.
7. The high school band director and cheerleading adviser will be compensated for the days their groups are required to perform in support of any post season competition (including league playoffs and play-in games) at the rate of \$25.00 per game.

H. Extra-Duty Pay

1. The District will pay employees \$25.00 per event. A single event is defined as a single basketball or other sports event.
2. High school games with both junior varsity and varsity events will be defined as double events.
3. Middle School events are defined as single events unless they are longer than 3-1/2 hours.
4. Rooter buses will be a single event if under four (4) hours and double events if longer than four (4) hours.
5. Every May, a committee of employees and administrators will update guidelines for extra duty compensation and responsibilities.
6. The District retains the right to assign extra-duty events to individuals who are not members of the bargaining unit. The District will determine the appropriate amount of compensation if it decides to have non-bargaining unit members perform extra-duty events. No bargaining unit member will be paid less than a non-bargaining unit member being paid for the same job and/or event.

I. Compensatory and Exchange Time

1. Compensatory time shall be defined as time during a teacher's prep period when the teacher is required to supervise students, or time outside of the contracted 8-hour workday when a

teacher is required to be at work, shall be pre-approved by a supervising administrator, and shall accrue on a one-for-one basis.

No employee shall be assigned to substitute more than two times per semester by the District to supervise or instruct children during that employee's preparation time without equal compensatory time during the student contact day or additional pay.

Compensatory time shall be cumulative to a half-day or whole day, after which time, at the employee's request, a substitute employee will be employed. An employee may instead request additional pay for each half-hour of accumulated compensatory time, which shall be made at the end of each school year at the rate of 1/190th of the BA+0 Step 1 salary, divided by the number of class periods per day for secondary, or the number of hours per day for elementary. Compensatory time shall not accumulate beyond the end of each contract year.

2. Exchange time shall be defined as time spent voluntarily in meetings and activities that are pre-approved by a supervising administrator. Exchange time may only be used during work hours when no substitute is needed.

Under the exchange system, a teacher shall receive exchange time on a one-for-one basis for time spent in meetings and assigned activities outside of the student day that are pre-approved by their supervising administrator. The teacher must secure approval from the administrator prior to using exchange time. Accumulated exchange time shall expire at the end of the contract year.

Article 17 – Insurance

A. Medical Benefits

1. The District shall contribute funds and coordinate efforts toward the purchase of group insurance premiums for each employee up to full family major medical; dental; vision; \$50,000 term life insurance; and long-term disability at the same, or higher, benefit levels effective on October 1, 1998. All group insurance coverages shall be in effect for twelve (12) months.

In 2021-22, the District's maximum contribution for the above mentioned insurance benefits will be \$1,675.00 per employee, per month.

In 2022-23, the District's maximum contribution for the above mentioned insurance benefits will be \$1,775.00 per employee, per month.

In 2023-24, the District's maximum contribution for the above mentioned insurance benefits will be \$1,850.00 per employee, per month.

B. Eligibility

1. Employees who work less than 0.50 full time equivalency (FTE) are not eligible for medical benefits.
2. Employees who are 0.50 FTE or more will be eligible to receive the following insurance benefits paid by the District, up to the dollar cap:

- a. **Employee Only.** For employees who work at least 0.50 FTE but less than 0.75 FTE;
- b. **Full Family.** For employees who work at 0.75 FTE or more.

Eligible employees not receiving full family paid benefits may sign up for full family coverage at their own expense, if family members are eligible.

- c. For the purpose of calculating FTE relative to insurance eligibility, 1.00 FTE shall be considered full time, or 8 hours per day, including a 30-minute lunch break.
- 3. 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.

C. Domestic Partners

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

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 partner for a minimum of 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 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.

D. Insurance Committee

1. The Fern Ridge Insurance Committee will be comprised of three (3) voting members from the licensed, classified, and administrative employee groups. Insurance Committee meetings shall be considered “open meetings;” decisions of the Committee shall be made by consensus.
2. The Insurance Committee will select the insurance carrier(s); the parties have the option to replace benefit for benefit with a less costly plan, subject to the mutual agreement of the parties. Insurance coverage will be provided in accordance with the rules and regulation of the insurance underwriter.
3. The Committee may select a carrier that offers a Health Maintenance Organization (HMO) plan.
4. The Committee may choose to have long-term disability (LTD) premiums self-paid by employees.
5. The Committee may choose to offer a Health Savings Account (HSA) or Health Reimbursement Account (HRA) eligible high deductible plan. In the event that the total monthly premium for insurance benefits (as defined in Section A, 1. above) falls below the District’s maximum contribution, the difference shall be contributed to an HSA or HRA, if the employee so chooses, up to the maximum annual contribution allowed by law. The District shall retain the right to choose the financial institution(s) that receives HSA or HRA contributions.

E. Section 125 Plans.

1. The District shall make a Section 125 plan available for use by employees.
2. A Flexible Spending Account (FSA) plan shall be made available by the District contracting with a Section 125 Administrator of its choosing. The District and participating employees will follow Administrator guidelines and protocols associated with the FSA. The District is to pay the set-up fee and any monthly maintenance fee. Participating employees are to pay any monthly participation fee as specified by the Administrator through a payroll deduction.

Article 18 – Retirement

A. Retirement Compensation Program “A”

1. Effective October 1, 2002, the District implemented a new form of additional compensation in which funds are invested into an individual 403(b) Plan of the employee’s choice. This program was made available to contract employees not eligible for Early Retirement (Under the Supplemental Early Retirement Incentive (ERI) Agreement), and contract employees who opted for this Program in lieu of Early Retirement benefits outlined in the Supplemental ERI Agreement.
2. Contract employees eligible for Early Retirement (under the Supplemental ERI

Agreement) had a choice to opt into the 403(b) Retirement Compensation Program, in lieu of Early Retirement (benefits under the Supplemental ERI Agreement) according to the following:

- Contract employees who opted for the 403(b) Retirement Compensation Program (outlined in this Article) may not opt back into Early Retirement (in the Supplemental ERI Agreement).

B Retirement Compensation Program “B”

1. Under this new retirement compensation program the District will contribute \$75.00 per month into the contract employee’s 403(b) account. The employee must contribute a minimum of \$25.00 per month in order to receive the District contribution.

C. Hiring of Retirees

1. The District may elect to hire PERS Chapter 238 Program retirees as temporary employees under the following terms and conditions:

- Retirees must hold a current Oregon teaching license and any necessary endorsement(s).
- Retirees from Fern Ridge will be paid at the same column and step placement as earned prior to retirement. Retirees new to the District will be placed on the salary schedule according to Article 16, Section A #2.
- Retirees will be granted the use of paid leave, prorated for the period of employment, as outlined in Article 19 of this Agreement.
- Retirees shall not be subject to participation in the PERS retirement system contributions, nor any compensation in lieu of PERS contributions.
- The district shall be subject to PERS system contributions as required by SB 1049 for retired members that have been re-hired.
- Retirees will be eligible for all insurance benefits as outlined in Article 17 of this Agreement, including the District’s maximum contribution. At the end of the temporary employment period retirees who qualify will begin receiving benefits as outlined in the Contract Between Fern Ridge Education Association/LUBC and Fern Ridge School District for Supplemental Retirement Benefits (2000-2021).

2. At the end of the temporary employment period the District will open the position for hiring. The District reserves the right to advertise the temporary position at an earlier time in order to secure the best possible applicants.
3. The District has no obligation to monitor the period of employment of a retiree with regard to the limitations set forth in ORS 238.082 should the limitations set forth in ORS 238.082 be exceeded, the District shall be held harmless.

Article 19 – Paid Leaves

A. Sick Leave

As provided by ORS 332.507.

1. All employees shall be granted ten (10) days sick leave during each school year. Sick leave shall be credited to said employees on the first school day of the fall semester. In the case of employees who begin service after the beginning of the school year, sick leave shall be credited on the first day of active teaching service and shall consist of 10/12th days for each payroll month remaining in the school year. Should an employee fail to fulfill the contract but has used sick leave in excess of 10/12th days allocation, the unearned days shall be deducted from the employee's final check before release.
2. An employee who has accumulated sick leave during employment in another Oregon school District and who was also employed during the preceding year shall, upon verification, be allowed the number of sick leave days so accumulated, except that no more than ten (10) days (maximum) of unused sick leave per year of employment, or the maximum allowed by State law, if less, can be transferred.
3. During the month of November of each year, each employee shall be given a written accounting of his/her use and accumulation of sick leave by the business office.
4. Upon request of the administration, verification of illness may be required from a licensed physician; a medical release to return to work may also be required.
5. Sick leave may be used for an 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.

B. Personal/Emergency Leaves

1. Full-time and part-time contracted employees of the District shall be granted three (3) unquestioned personal leave days per year. Such 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. Such leave shall not be cumulative and shall be compensated at the same rate as the employee would have received had the employee not taken the leave.
2. Whenever it is necessary for a member to be off duty, the building principal will be notified as soon as possible. The building principal shall have authority to withhold or cancel personal leave if he/she determines that more than 40% of the licensed staff (25% of the licensed staff in the first or last two weeks of the school year) in the building will be absent on the same day, based on the order of the request for leave.
3. Personal leave days will not be granted for less than one-half day portions.

C. Bereavement Leave

Five (5) days of Bereavement Leave shall be granted at one time, in the event of the death in the employee's immediate family (as defined in Section A, 5. above) or for a member of the employee's immediate household who has been in residence for at least twelve (12) months.

In the case of more than one death at the same time, the employee shall be granted a maximum of eight (8) days.

D. Parental Leave

1. The employee will notify the Principal in writing of the pregnancy and the Principal will, in turn, notify the Superintendent. The employee will forward in writing to the Superintendent the number of days being requested for sick leave and unpaid leave. The employee will also include the amount of time the spouse is requesting from his/her employer for parental leave.
2. Should the estimated parental leave be considered long enough such that the employee's return to the assignment would result in disrupting the continuity of the class(es), the employee may be assigned to another position in the District, if available, most appropriate to his/her training.
3. Employees on maternity leave are not included in the calculations for extended leave.
4. Leave taken pursuant to this Section that qualifies under the FMLA/OFLA shall count toward the employee's leave allocation and will meet the District's statutory obligation.
5. FMLA/OFLA: The District shall adhere to the legal guidelines for parental leave as described in ORS 657B. A member, male or female, may take up to twelve (12) consecutive weeks for parental leave in the event of childbirth or placement of adopted children under eighteen (18) years of age in the home, reduced by any leave used by other parents or guardians.

Additional time may be mutually agreed upon between the member and the District and will be without pay.

E. 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. 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.

F. Sabbatical Leave

Sabbatical leaves shall be provided and administered pursuant to the provisions contained in the current sabbatical leave policy for the duration of this Agreement.

G. Any employee obtaining leave benefits by fraud, deceit, or falsified statement shall be subject to disciplinary action.

H. Leave days shall be documented upon the employee's return. Upon return to duty, the employee will be required to sign an absence report stating the reason for the reported absence.

I. Request Timelines

1. Employees shall submit leave requests in a timely manner.
2. When possible, planned leaves should be submitted 72 hours prior to the leave

being taken. When situations prohibit 72 hours of notice being given, employees will submit requests at the earliest opportunity.

3. Failure to do shall be subject to progressive disciplinary action. Leave requests must be approved by the District according to the parameters of Article 19.

Article 20 – Unpaid Leaves

A. Emergency Leave/Dock Days

1. Any leave requested, other than those paid administrative leave at the Superintendent's discretion or those in the provisions in Article 19 (Paid Leaves) may be granted by the Superintendent at a loss of the employee's per diem rate of salary. Prior to the leave being considered for approval, the employee will be required to enter the request into the current employee absence database stating the reason for the reported absence. If unable to do so prior to taking the emergency leave, the employee must verbally get authorization from the building principal or Superintendent and will enter into the employee absence database upon return to duty.
2. Leave requested that is not an emergency for reasons such as extended medical leave, wedding/funeral, child college move, vacation, etc. may be requested, but should be a rare occurrence, and its approval is not an employee right. Once personal leave has been exhausted, the building administrator may grant up to 3 contract days annually for unpaid leave and anything beyond that must be approved through the Superintendent.

B. Extended Unpaid Leave of Absence

1. A leave of absence of one (1) year may be granted to any employee for personal reasons under the following conditions:
 - a. The employee must have completed seven (7) consecutive years of employment in the District before applying for such leave;
 - b. After the first LOA has been taken, another will not be granted until the individual has worked an additional six (6) consecutive years in the District;
 - c. Any employee applying for an overseas teaching position may be granted a two-year leave.
2. Leaves for less than one (1) year and generally not less than one (1) semester are subject to paragraphs 1.a and 1.b above and may be granted by the board if a licensed replacement is found.
3. **Application and Return**
Request for a leave of absence must be made in writing to the Superintendent or his/her designated representative no later than March 15 or ninety (90) working days prior to the requested effective date.
4. Any employee on such leave shall notify the District no later than March 15 of the year

prior to his/her intent to return to the District or should the leave be for a shorter period of time, not less than ninety (90) working days prior to the date of intended return.

5. Employees on unpaid leave who are below the top step of their range on the salary schedule and are under contract as an employee for at least 135 working days of the year in which the leave is taken will, upon return, be placed on the salary schedule one step beyond the last step held. Employees on leave will retain accumulated sick leave and seniority; however, they will not be given seniority or sick leave credit for the duration of their LOA. Employees will have the option of continuing to participate in insurance programs providing employees pay their own premiums.
6. Leave taken pursuant to this Section that qualifies under the FMLA/OFLA shall count toward the employee=s leave allocation and will meet the District’s statutory obligation.

Article 21 - General Provisions

A. Separability

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

B. Compliance Between Contract and Master Agreement

Any individual contract between the District and an individual employee who is covered by this Agreement hereinafter executed shall be subject to, and consistent with, the terms and conditions of this Agreement. If any individual contract contains any provision inconsistent with this Agreement, this Agreement, during its duration shall be controlling.

C. Maintenance of Standards

The District agrees that no employee covered by this Agreement shall suffer a loss in compensation as a result of the signing of this Agreement, unless such reduction, if any, is specifically set forth in this Agreement.

D. Residency

The residency of an employee shall be the sole choice of the individual employee and not of the District.

E. Funding

The parties recognize that revenue needed to fund the compensation and benefits provided by this Agreement will be determined differently than in previous school years. The Oregon Legislature, the people of the state of Oregon, and the local taxpayers all have a role in the process.

This Agreement does not guarantee any level of employment. The District agrees to include, in its

Budget, amounts sufficient to fund this Agreement and any successor Agreement.

Marginal beginning working capital shall be identified and placed in a unique revenue account. Funds placed in this revenue account can only be allocated by the Board as part of a supplemental budget process. Marginal working capital is defined as the difference between forecasted working capital for the upcoming year (budgeted beginning fund balance) and actual ending working capital of the prior year (audited ending fund balance). For example: There will be a comparison between the beginning fund balance for 2004-2005 to the audited ending fund balance for 2003-04. Any funds beyond the forecast will be placed in the revenue account and available for allocation by the Board.

F. Successor Agreement.

1. The parties agree to enter into collective bargaining over a successor Agreement no earlier than December 1 and no later than January 15, during the school year in which this Agreement terminates.

G. School Closure

If the District closes its school, no member of the bargaining unit shall be entitled to any salary or fringe benefits provided in the Agreement, while schools are closed, except those benefits provided under Article 10 (Reduction in Force).

H. Modification

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.

Article 22 – Terms of Agreement


Effective Date

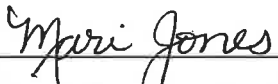
This negotiated Agreement shall be effective, as of the first day of July 2021, and shall continue in effect until the last day of June 2024, or until settlement on a successor agreement is reached, whichever occurs last. Economic provisions shall be retroactive for those individuals employed by the District or receiving early retirement benefits at the time of ratification.

* * * * *

In witness whereof, the Association certifies that this Agreement is executed pursuant to the approval of a majority of all employees in the bargaining unit and that the Association represents the majority of those in the bargaining unit.

Lane Unified Bargaining Council

6/30/21 
Date Lane Unified Bargaining Council

6/24/21 
Date Fern Ridge Education Association, President

In witness whereof, the Board certifies that this Agreement is executed pursuant to resolution of the Fern Ridge School Board.

Fern Ridge School Board

6/29/2021 
Date Chairperson

Attested: 
Clerk, Fern Ridge School District 28J

Fern Ridge School District #28J
Licensed Employee Salary Schedule
 2021-2022 School Year

Reflects increase of: **2.50%**

Step	BA	BA+15	BA+30	BA+45	BA+60	BA+75	BA+90/MA	MA+15	MA+30	MA+45
1	38,658	39,280	39,912	40,557	41,209	41,875	42,547	43,231	43,928	44,636
2	40,090	40,734	41,391	42,057	42,735	43,421	44,122	44,831	45,556	46,290
3	41,573	42,240	42,923	43,615	44,315	45,029	45,756	46,490	47,241	48,000
4	43,109	43,804	44,509	45,227	45,955	46,694	47,448	48,212	48,987	49,775
5	44,705	45,425	46,156	46,902	47,655	48,422	49,202	49,994	50,801	51,617
6	46,361	47,107	47,864	48,637	49,420	50,213	51,025	51,847	52,681	53,529
7	48,077	48,848	49,635	50,436	51,248	52,072	52,914	53,761	54,628	55,510
8	49,855	50,657	51,470	52,303	53,144	54,000	54,869	55,750	56,651	57,564
9			53,376	54,237	55,110	55,998	56,900	57,814	58,746	59,692
10				56,245	57,147	58,067	59,006	59,953	60,920	61,900
11				58,329	59,260	60,218	61,187	62,172	63,175	64,192
12				60,484	61,453	62,445	63,451	64,474	65,513	66,567
13				62,723	63,728	64,756	65,801	66,858	67,935	69,031
14							68,234	69,333	70,450	71,583
15							70,757	71,898	73,059	74,228

Fern Ridge School District #28J
Licensed Employee Salary Schedule
 2021-2022 School Year

Reflects increase of: **2.50%**

Step	BA	BA+15	BA+30	BA+45	BA+60	BA+75	BA+90/MA	MA+15	MA+30	MA+45
1	1.0000	1.0161	1.0324	1.0491	1.0660	1.0832	1.1006	1.1183	1.1363	1.1546
2	1.0370	1.0537	1.0707	1.0879	1.1055	1.1232	1.1413	1.1597	1.1784	1.1974
3	1.0754	1.0927	1.1103	1.1282	1.1463	1.1648	1.1836	1.2026	1.2220	1.2417
4	1.1151	1.1331	1.1514	1.1699	1.1888	1.2079	1.2274	1.2471	1.2672	1.2876
5	1.1564	1.1750	1.1940	1.2133	1.2327	1.2526	1.2728	1.2932	1.3141	1.3352
6	1.1993	1.2186	1.2381	1.2581	1.2784	1.2989	1.3199	1.3412	1.3627	1.3847
7	1.2436	1.2636	1.2840	1.3047	1.3257	1.3470	1.3688	1.3907	1.4131	1.4359
8	1.2896	1.3104	1.3314	1.3530	1.3747	1.3969	1.4193	1.4421	1.4654	1.4891
9			1.3807	1.4030	1.4256	1.4485	1.4719	1.4955	1.5196	1.5441
10				1.4549	1.4783	1.5021	1.5264	1.5509	1.5759	1.6012
11				1.5088	1.5329	1.5577	1.5828	1.6083	1.6342	1.6605
12				1.5646	1.5897	1.6153	1.6413	1.6678	1.6947	1.7219
13				1.6225	1.6485	1.6751	1.7021	1.7295	1.7573	1.7857
14							1.7651	1.7935	1.8224	1.8517
15							1.8303	1.8598	1.8899	1.9201

Fern Ridge School District #28J
Co-Curricular Instruction Salary Schedule
 2021-2022 School Year

Reflects increase of: **2.50%**

Step	A	B	C	D	E	F	G	H	I	J	K	L
1	382	762	1,143	1,522	1,901	2,286	2,666	3,047	3,435	3,812	4,193	4,572
2	399	798	1,200	1,600	2,000	2,400	2,801	3,202	3,601	3,998	4,401	4,796
3	423	839	1,261	1,677	2,096	2,523	2,939	3,360	3,777	4,200	4,620	5,039
4	441	879	1,326	1,761	2,205	2,647	3,087	3,525	3,969	4,410	4,852	5,290
5	462	926	1,388	1,849	2,313	2,783	3,239	3,706	4,164	4,631	5,094	5,551
6	487	971	1,458	1,941	2,431	2,919	3,400	3,893	4,372	4,861	5,356	5,833
	Class Advisor	HS Drama (3 Act Play)	HS Chess MS Vocal Unified BX	HS Publ MS Band MS Ldrship	HS Asst CC HS Vocal	HS Asst BB HS Asst SB HS Asst VB	HS 9th BX HS Asst FB HS Asst TR HS Asst WR HS Golf	HS Asst BX HS Band	HS Head CC HS Head SR HS Ldrship	HS Dance HS Head VB HS Cheer	HS Head BB HS Head SB	HS Head BX HS Head FB HS Head TR HS Head WR

CC - Cross Country	FB - Football	TR - Track	MS - Middle School
BB - Baseball	Ldrship- Leadership	VB - Volleyball	HS - High School
BX - Basketball	SB - Softball	WR - Wrestling	Publ - Publications
	SR - Soccer		

Fern Ridge School District #28J
Licensed Employee Salary Schedule
 2022-2023 School Year

Reflects increase of: **2.00%**

Step	BA	BA+15	BA+30	BA+45	BA+60	BA+75	BA+90/MA	MA+15	MA+30	MA+45
1	39,431	40,066	40,710	41,368	42,033	42,713	43,398	44,096	44,807	45,529
2	40,892	41,549	42,219	42,898	43,590	44,289	45,004	45,728	46,467	47,216
3	42,404	43,085	43,781	44,487	45,201	45,930	46,671	47,420	48,186	48,960
4	43,971	44,680	45,399	46,132	46,874	47,628	48,397	49,176	49,967	50,771
5	45,599	46,334	47,079	47,840	48,608	49,390	50,186	50,994	51,817	52,649
6	47,288	48,049	48,821	49,610	50,408	51,217	52,046	52,884	53,735	54,600
7	49,039	49,825	50,628	51,445	52,273	53,113	53,972	54,836	55,721	56,620
8	50,852	51,670	52,499	53,349	54,207	55,080	55,966	56,865	57,784	58,715
9			54,444	55,322	56,212	57,118	58,038	58,970	59,921	60,886
10				57,370	58,290	59,228	60,186	61,152	62,138	63,138
11				59,496	60,445	61,422	62,411	63,415	64,439	65,476
12				61,694	62,682	63,694	64,720	65,763	66,823	67,898
13				63,977	65,003	66,051	67,117	68,195	69,294	70,412
14							69,599	70,720	71,859	73,015
15							72,172	73,336	74,520	75,713

Fern Ridge School District #28J
Licensed Employee Salary Schedule
 2022-2023 School Year

Reflects increase of: **2.00%**

Step	BA	BA+15	BA+30	BA+45	BA+60	BA+75	BA+90/MA	MA+15	MA+30	MA+45
1	1.0000	1.0161	1.0324	1.0491	1.0660	1.0832	1.1006	1.1183	1.1363	1.1546
2	1.0371	1.0537	1.0707	1.0879	1.1055	1.1232	1.1413	1.1597	1.1784	1.1974
3	1.0754	1.0927	1.1103	1.1282	1.1463	1.1648	1.1836	1.2026	1.2220	1.2417
4	1.1151	1.1331	1.1514	1.1699	1.1888	1.2079	1.2274	1.2471	1.2672	1.2876
5	1.1564	1.1751	1.1940	1.2133	1.2327	1.2526	1.2728	1.2932	1.3141	1.3352
6	1.1993	1.2186	1.2381	1.2581	1.2784	1.2989	1.3199	1.3412	1.3628	1.3847
7	1.2437	1.2636	1.2840	1.3047	1.3257	1.3470	1.3688	1.3907	1.4131	1.4359
8	1.2896	1.3104	1.3314	1.3530	1.3747	1.3969	1.4193	1.4421	1.4654	1.4891
9			1.3807	1.4030	1.4256	1.4486	1.4719	1.4955	1.5196	1.5441
10				1.4549	1.4783	1.5021	1.5264	1.5509	1.5759	1.6012
11				1.5089	1.5329	1.5577	1.5828	1.6083	1.6342	1.6605
12				1.5646	1.5897	1.6153	1.6413	1.6678	1.6947	1.7219
13				1.6225	1.6485	1.6751	1.7021	1.7295	1.7573	1.7857
14							1.7651	1.7935	1.8224	1.8517
15							1.8303	1.8599	1.8899	1.9201

Fern Ridge School District #28J
Co-Curricular Instruction Salary Schedule
 2022-2023 School Year

Reflects increase of: **2.00%**

Step	A	B	C	D	E	F	G	H	I	J	K	L
1	390	777	1,166	1,552	1,939	2,332	2,719	3,108	3,504	3,888	4,277	4,663
2	407	814	1,224	1,632	2,040	2,448	2,857	3,266	3,673	4,078	4,489	4,892
3	431	856	1,286	1,711	2,138	2,573	2,998	3,427	3,853	4,284	4,712	5,140
4	450	897	1,353	1,796	2,249	2,700	3,149	3,596	4,048	4,498	4,949	5,396
5	471	945	1,416	1,886	2,359	2,839	3,304	3,780	4,247	4,724	5,196	5,662
6	497	990	1,487	1,980	2,480	2,977	3,468	3,971	4,459	4,958	5,463	5,950
	Class Advisor	HS Drama (3 Act Play)	HS Chess MS Vocal Unified BX	HS Publ MS Band MS Ldrship	HS Asst CC HS Vocal	HS Asst BB HS Asst SB HS Asst VB	HS 9th BX HS Asst FB HS Asst TR HS Asst WR HS Golf	HS Asst BX HS Band	HS Head CC HS Head SR HS Ldrship	HS Dance HS Head VB HS Cheer	HS Head BB HS Head SB	HS Head BX HS Head FB HS Head TR HS Head WR

CC - Cross Country	FB - Football	TR - Track	MS - Middle School
BB - Baseball	Ldrship- Leadership	VB - Volleyball	HS - High School
BX - Basketball	SB - Softball	WR - Wrestling	Publ - Publications
	SR - Soccer		

Fern Ridge School District #28J
Licensed Employee Salary Schedule
 2023-2024 School Year

Reflects increase of: **1.75%**

Step	BA	BA+15	BA+30	BA+45	BA+60	BA+75	BA+90/MA	MA+15	MA+30	MA+45
1	40,121	40,767	41,422	42,092	42,769	43,460	44,157	44,868	45,591	46,326
2	41,608	42,276	42,958	43,649	44,353	45,064	45,792	46,528	47,280	48,042
3	43,146	43,839	44,547	45,266	45,992	46,734	47,488	48,250	49,029	49,817
4	44,740	45,462	46,193	46,939	47,694	48,461	49,244	50,037	50,841	51,659
5	46,397	47,145	47,903	48,677	49,459	50,254	51,064	51,886	52,724	53,570
6	48,116	48,890	49,675	50,478	51,290	52,113	52,957	53,809	54,675	55,556
7	49,897	50,697	51,514	52,345	53,188	54,042	54,917	55,796	56,696	57,611
8	51,742	52,574	53,418	54,283	55,156	56,044	56,945	57,860	58,795	59,743
9			55,397	56,290	57,196	58,118	59,054	60,002	60,970	61,952
10				58,374	59,310	60,264	61,239	62,222	63,225	64,243
11				60,537	61,503	62,497	63,503	64,525	65,567	66,622
12				62,774	63,779	64,809	65,853	66,914	67,992	69,086
13				65,097	66,141	67,207	68,292	69,388	70,507	71,644
14							70,817	71,958	73,117	74,293
15							73,435	74,619	75,824	77,038

Fern Ridge School District #28J
Licensed Employee Salary Schedule
 2023-2024 School Year

Reflects increase of: **1.75%**

Step	BA	BA+15	BA+30	BA+45	BA+60	BA+75	BA+90/MA	MA+15	MA+30	MA+45
1	1.0000	1.0161	1.0324	1.0491	1.0660	1.0832	1.1006	1.1183	1.1363	1.1547
2	1.0371	1.0537	1.0707	1.0879	1.1055	1.1232	1.1413	1.1597	1.1784	1.1974
3	1.0754	1.0927	1.1103	1.1282	1.1463	1.1648	1.1836	1.2026	1.2220	1.2417
4	1.1151	1.1331	1.1513	1.1699	1.1888	1.2079	1.2274	1.2472	1.2672	1.2876
5	1.1564	1.1751	1.1940	1.2133	1.2327	1.2526	1.2727	1.2932	1.3141	1.3352
6	1.1993	1.2186	1.2381	1.2581	1.2784	1.2989	1.3199	1.3412	1.3628	1.3847
7	1.2437	1.2636	1.2840	1.3047	1.3257	1.3470	1.3688	1.3907	1.4131	1.4359
8	1.2896	1.3104	1.3314	1.3530	1.3747	1.3969	1.4193	1.4421	1.4654	1.4891
9			1.3807	1.4030	1.4256	1.4486	1.4719	1.4955	1.5197	1.5441
10				1.4549	1.4783	1.5021	1.5264	1.5509	1.5759	1.6012
11				1.5089	1.5329	1.5577	1.5828	1.6083	1.6342	1.6605
12				1.5646	1.5897	1.6153	1.6414	1.6678	1.6947	1.7219
13				1.6225	1.6485	1.6751	1.7022	1.7295	1.7574	1.7857
14							1.7651	1.7935	1.8224	1.8517
15							1.8303	1.8598	1.8899	1.9201

Fern Ridge School District #28J
Co-Curricular Instruction Salary Schedule
 2023-2024 School Year

Reflects increase of: **1.75%**

Step	A	B	C	D	E	F	G	H	I	J	K	L
1	397	791	1,186	1,579	1,973	2,373	2,767	3,162	3,565	3,956	4,352	4,745
2	414	828	1,245	1,661	2,076	2,491	2,907	3,323	3,737	4,149	4,568	4,978
3	439	871	1,309	1,741	2,175	2,618	3,050	3,487	3,920	4,359	4,794	5,230
4	458	913	1,377	1,827	2,288	2,747	3,204	3,659	4,119	4,577	5,036	5,490
5	479	962	1,441	1,919	2,400	2,889	3,362	3,846	4,321	4,807	5,287	5,761
6	506	1,007	1,513	2,015	2,523	3,029	3,529	4,040	4,537	5,045	5,559	6,054
	Class Advisor	HS Drama (3 Act Play)	HS Chess MS Vocal Unified BX	HS Publ MS Band MS Ldrship	HS Asst CC HS Vocal	HS Asst BB HS Asst SB HS Asst VB	HS 9th BX HS Asst FB HS Asst TR HS Asst WR HS Golf	HS Asst BX HS Band	HS Head CC HS Head SR HS Ldrship	HS Dance HS Head VB HS Cheer	HS Head BB HS Head SB	HS Head BX HS Head FB HS Head TR HS Head WR

CC - Cross Country FB - Football TR - Track MS - Middle School
 BB - Baseball Ldrship- Leadership VB - Volleyball HS - High School
 BX - Basketball SB - Softball WR - Wrestling Publ - Publications