

**SILVER FALLS
SCHOOL DISTRICT**

AND

**SILVER FALLS EDUCATION
ASSOCIATION / MID-VALLEY
BARGAINING COUNCIL**

Where Every Student Thrives

Butte Creek - Central Howell - Evergreen - Mark Twain - Pratum
Robert Frost - Scotts Mills - Silver Crest - Silverton High School
Silverton Middle School - Victor Point

COLLECTIVE BARGAINING AGREEMENT
July 1, 2022-June 30, 2025

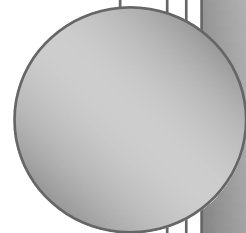


TABLE OF CONTENTS

Preamble	2
1. Recognition.....	3
2. District Functions.....	4
3. Grievance Procedure	5
4. Voluntary Payroll Deductions	8
5. Association Rights and Responsibilities.....	10
6. No Strikes or Lockouts.....	13
7. Personnel Files.....	14
8. Personal and Academic Freedom	16
9. Teacher Evaluation	17
10. Teacher Discipline.....	19
11. Complaint Procedure.....	21
12. Work Year and Workday	22
13. Inclement Weather.....	26
14. Layoff and Recall.....	27
15. Leave Without Pay.....	29
16. Leave With Pay	30
17. Job Share	34
18. Vacancies and Transfers	36
19. Class Size.....	39
20. Tuition and Professional Development Pool	41
21. Site Councils.....	44
22. Insurance Benefits	45
23. Employee Compensation.....	47
24. Status of the Agreement	51
25. Term of Agreement	52
Addendum A.....	53
Addendum B.....	56

Preamble

- A. This Agreement is entered into between the Board of Education on behalf of Silver Falls School District 4J, Marion County, Silverton, Oregon, herein referred to as the “Board” or “District”, and the Mid-Valley Bargaining Council affiliated with Silver Falls Education Association, OEA/NEA herein referred to as the “Association”.
- B. This Agreement shall not be modified except by written agreement between the Association and the District.

1. Recognition

- A. **Bargaining Representative.** The District recognizes the Mid-Valley Bargaining Council/Silver Falls Education Association as the exclusive bargaining representative for all academically licensed employees, excluding substitute teachers, supervisors, and confidential employees.
1. Substitute employees shall be defined as those employees hired to fill a temporary vacancy for less than 135 consecutive workdays.
 2. Employees hired to fill a temporary vacancy for a period greater than 135 consecutive workdays shall be defined as temporary employees. Such employees shall be considered members of the bargaining unit, and all portions of this contract except Articles 14 and 18 shall apply to them.
- B. **Purpose.** The purpose of the Article is to recognize the right of the Association to represent employees with respect to wages, hours, and conditions of employment, and does not carry with it obligations or commitments not specifically addressed by the specific provisions of the Agreement.
- C. **Negotiations.** Not later than April 1st of the calendar year in which this Agreement expires, the Board and the Association agree to enter into negotiations in a good faith effort to reach agreement concerning teachers' salaries, hours, terms and conditions of employment, and other matters of mutual concern. Any agreement so negotiated will be reduced to writing and signed by the Board and the Association.

2022-23 Bargaining Team

SFEA

Bargaining Chair and Association President	Alison Stolfus
Bargaining Member	Jennifer Bingham
Bargaining Member	Teresa Heide
Bargaining Member	Sheldon Lesire
Bargaining Member	Emily Rao
Bargaining Member	Abby Shetler
Bargaining Member	Lori Wyer

SFSD

Superintendent	Scott Drue
Assistant Superintendent	Dan Busch
Principal	Katie Beckett
Financial Director	Steve Nielsen
Administrator of Special Services	Brandon Larson
Human Resources Specialist	Sandy Sprauer
Board Member	Aaron Koch

2. District Functions

- A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and invested in it by the laws of the Constitution of the State of Oregon, and of the United States, including, but without limiting the generality of the foregoing, the right:
1. To the executive management and administrative control of the school system and its' properties and facilities, and the activities of its employees.
 2. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion, and to promote, and transfer all such employees.
 3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board.
 4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature.
 5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, non-teaching activities, and the terms and conditions of employment.
 6. **Subcontract.** In the event the District determines to subcontract any service performed on or after the date of execution of this Agreement with any bargaining unit member, it shall notify the Association exclusively in writing, and regardless if bargaining is underway for a successor agreement, bargain upon demand in good faith with the Association under ORS 243.698. Should agreement not be reached after the expedited 90-day period, Article 6 prohibiting strikes and lockouts during the term of the contract shall not apply to any strike or lockout over this issue.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and expressed terms of this Agreement and then only to the extent such specific and expressed terms hereof are in conformance with the Constitution and laws of the State of Oregon, and the Constitution and laws of the United States.

3. Grievance Procedure

- A. **Purpose.** The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to problems which may from time to time arise. The parties agree that these proceedings will be kept informal and confidential, consistent with the ultimate goal of resolving the grievance at each step of the grievance procedure. Specifically exempted from the provisions of this article are any actions resulting in the dismissal or non-renewal of a probationary or contract teacher. Such matters are covered exclusively by the Accountability for Schools for the 21st Century Law and, as such, are not covered by this Agreement, except that bargaining unit members past the probationary period who are rejected for Fair Dismissal Appeal shall have their appeal heard by an Oregon arbitrator under a Just Cause standard.
- B. **Definitions.**
1. **Contract Grievance.** A “contract grievance” is a claim by an employee of a violation of a specific term of this Agreement.
 2. **Equity Grievance.** An “equity grievance” is a claim by an employee of an arbitrary and capricious administrative decision or action.
 3. **Grievant.** A “grievant” is the person or the Association making the claim.
 4. **Day.** A “day” is defined as a calendar licensed contract day (192 calendar) except where it is explicitly defined otherwise. If the deadline day falls on a holiday or weekend, the time limit will be extended to the next day the District Office is open. If the deadline day falls during summer break, the parties will mutually agree on timelines to keep the grievance process moving forward.
- C. **Time Limits.** Since it is important that grievances be processed as rapidly as possible, 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 failure of the District to respond within time limits set forth herein will constitute a rejection of the grievance at that level and thereby allow the Association to take the grievance up at the next step within the time limit specified therein. Failure of the Association to comply with a time limit set forth herein shall constitute a withdrawal of the grievance.

The time limits specified may be modified only by written agreement between the parties.

Year-end grievances. If a grievance is filed at such a time that it cannot be processed through all the steps of the grievance procedure by the end of the school year, the time limits set forth herein may be reduced by mutual agreement so that the grievance procedure may be exhausted prior to the end of the school year, or as soon thereafter as is practicable.

D. Procedure.

1. **Formal.** The grievant may request a formal conference with his/her principal, immediate supervisor, or appropriate district-level administrator who made the decision leading to the grievance by submitting the formal written grievance within fourteen (14) days of the date of the alleged violation(s) or SFEA's knowledge of the same, whichever occurs later.

The grievant shall present the grievance in writing, stating the following information:

- a. Name and position of grievant.
- b. A statement of the grievance, the facts, relevant dates, and the persons involved.
- c. A statement identifying the contract provision allegedly violated including citing specific contract language violated.
- d. The corrective action requested.
- e. The signature of the grievant.

The principal, immediate supervisor, or appropriate district-level administrator will respond with a decision within ten (10) days of the alleged violation.

2. **Step Two Superintendent.** If the grievant is not satisfied with the disposition of his/her grievance at Step One, he/she may file the grievance in writing with the Superintendent within ten (10) days after Step One procedures have been completed. The written grievance shall specify the specific action or lack of action being grieved, the contract article or articles and the specific contract language alleged to have been violated, and the specific remedy sought. The Superintendent shall have ten (10) days in which to respond in writing to the grievance.
3. **Step Three School Board.** If the grievant is not satisfied with the decision of the Superintendent, the grievance may be presented to the Board by filing all correspondence presented or received at prior steps with the Clerk of the Board within ten (10) days after the completion of Step Two procedures. The Board will have thirty (30) days in which to make a written response to the grievance.

Unless the grievance is a contract grievance, The Board's decision shall be final and binding.

4. **Step Four Arbitration.** If the grievant is not satisfied with the decision of the Board and if the grievance is a contract grievance, the Association shall within ten (10) days of completion of Step Three procedures submit written notice of intent to arbitrate the issue to the Superintendent.
 - a. Within ten (10) days of District receipt of written notification from the Association of their desire to arbitrate the grievance, the parties will meet and attempt to select an arbitrator and obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the ten (10) day period, a request for a list of seven (7) arbitrators who maintain an office, only charge from the Oregon border, or reside within the State of Oregon may be made by either party to the State Mediation and Conciliation Service. Within ten (10) days of receipt of such list, the parties shall alternately strike names from the list (the party to strike the first name will

be determined by a coin flip) until only one name, which shall be designated as the arbitrator, remains. The parties shall jointly notify the arbitrator of his/her selection.

- b. The designated arbitrator shall set a time and place for hearing which is agreeable to both parties. Expenses of the arbitrator shall be borne equally by the parties; however, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided that it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, both parties shall jointly share the cost of the transcript and all copies. The arbitrator shall have the authority to consider only a claim based upon a specific provision of this Agreement, and shall have no authority to add to, modify, or detract from this Agreement. Any decision of the arbitrator within the scope of this Agreement shall be final and binding upon the parties.
- c. The Association and District shall work collaboratively to schedule witnesses for hearings, to minimize impact on the classroom. The District shall pay the substitute costs for two witnesses, for up to two days, selected by the Association. The Association and District may, upon mutual agreement, allow for the time to be used in hourly increments, up to a maximum of sixteen (16) hours. Any additional witnesses called by the association shall be reimbursed to the District for half of the substitute costs for the time required for educator testimony. Further, educators who are called to hearing by either party in arbitration will not suffer a loss of pay.

E. Rights of Employees to Representation. Any grievant may be represented at all stages of the grievance procedure by himself/herself, or at his/her option, by a representative selected or approved by the Association. The Association shall have the right to be present and to state its view at all stages of the grievance procedure above Step One. No grievance shall be pursued to binding arbitration (Step Four) herein except by the Association. Nothing shall prevent the District and employee from settling the matter informally outside of the formal grievance procedure.

F. Miscellaneous.

- 1. Any grievance arising from a direct specification of the Board or the Superintendent may, at the Association's option, be introduced at Step Two of the grievance procedure.
- 2. The Association shall not be required to pursue any grievance which, in its sole determination, lacks merit.
- 3. Meetings and hearings under this procedure shall be conducted in private unless a public hearing or meeting is mutually agreed upon.

G. Reprisals. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in union activity and/or the grievance procedure by reason of such participation.

4. Voluntary Payroll Deductions

A. Association Dues & Information

1. Dues Deduction Authorization

Prior to the first dues deduction of the school year, and then for any employee who becomes a member of the Association after the start of the school year, the Association shall notify the District of bargaining unit members who have elected to have dues deducted from their paychecks and shall identify the dues to be deducted from each, including voluntary Association contributions. The Association shall notify the District of such deductions by the 7th of each month, unless that day falls on a weekend in which case the notice will be due the following Monday.

The Association shall notify the District when a bargaining unit member should no longer have dues deducted. The District shall enact dues deduction changes on the pay period following a notification.

For any new employee who was an Association member at their prior place of employment, the District will be notified of the amount to deduct and if any backdated dues should be withheld.

2. Processing OEA / NEA Dues Deductions

Dues deductions shall be made monthly in an amount equal to one-tenth (1/10) of annual dues, commencing with the month of October and continuing through June paycheck #2. Deduction amounts and schedules for employees who join the Association after the beginning of the school year will be provided by the Association.

3. Processing Local SFEA Dues Deductions

SFEA dues shall be deducted from each member's paycheck in an amount equal to one-tenth (1/10) of annual dues, commencing with the month of October and continuing through June paycheck #2. Deduction amounts and schedules for employees who join the Association after the beginning of the school year will be provided by the Association.

4. Remittance of Dues Checks

- a. **Data to OEA** Within then (10) days after each pay period, the District shall send the Association an Excel-compatible register of the NEA/OEA/SFEA dues, including voluntary Association contributions, deducted from each member's paycheck.
- b. **Payment to OEA** Within ten (10) days after each pay period, the District shall send to OEA, in a single payment, the combined NEA and OEA dues, including voluntary Association contributions, deducted for the month.

- c. **Payment to SFEA** SFEA dues payments will be deducted and paid separately from OEA/NEA dues and shall be remitted to the SFEA Treasurer along with an Excel-compatible register of the SFEA dues.

5. Employee Information

- a. **Employee List** Each September 15th, the District shall provide to the OEA Membership Specialist an Excel-compatible database of each employee in the bargaining unit (both active members and non-members) that includes name, first date of service, FTE, worksite and position or title. Whenever a new employee is hired into the bargaining unit, the District shall provide the above information within thirty (30) days of hire.
- b. **Change in Employment Status** The District shall promptly notify the OEA Membership Specialist whenever an employee in the bargaining unit is placed on an unpaid leave of absence, retires, is laid off, resigns, or changes their name.

B. **Legal and Required Deductions.** The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the Association dues before this deduction will be made. All other legal and required deductions have priority over Association dues. The Association will refund to the District any dues paid to it in error and those funds shall be returned to the individual teacher.

C. **Hold Harmless.** 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 provisions of Sections A and B.

D. **Employee Requested Deductions.** The District agrees to deduct from the salaries of its full-time and part-time employees, as requested by the employee, contributions to any Board recognized entity, including but not limited to:

1. Board recognized Tax-Sheltered Annuity and Insurance Programs.
2. Board recognized agencies, i.e., United Good Neighbor.
3. Board recognized financial institutions, i.e., banks and credit unions for direct deposit.

E. **Board Recognized TSAs.** The Board agrees to approve up to ten (10) TSA programs, but may require a minimum of ten (10) employees must participate in order to continue the program. If at any time a TSA program ceases to have ten (10) members, remaining employees may be given sixty (60) days' notice to transfer their contributions into a Board recognized TSA program.

5. Association Rights and Responsibilities

- A. **Use of School Equipment and Supplies.** The Association's representative, at the first of the year, will contact the principal of each school regarding the use of office equipment. The Association's use will not interfere with the operations of the building at any time. The Association will report their usage to the district yearly and pay the reasonable cost of copies, materials, and supplies used. The District will provide the SFEA with a copy code that can be used at each worksite in order to track the cost and volume of copies.
- B. **School Facilities.** School facilities may be used for Association meetings at reasonable times during non-duty hours provided such facilities shall be scheduled in advance, with no cost, through the use of the facility rental process.
- C. **Use of Inter District Mail.** Inter district mail, mailboxes, including e-mail, and fax equipment may be used for distributing information to employees in the bargaining unit provided that all information so disseminated shall be clearly identified as originating from the Association.

The District retains the right to prevent the distribution through inter and intra district mails of materials deemed derogatory to the District or to the individuals of the District. Such right shall be exercised by prior review of all materials so distributed only when a continuing violation of the above has been found to exist.

- D. **Visitation.** Official representatives of the Association, other than District employees, will be allowed to visit the work area of members of the bargaining unit during work time with prior notice to the building administration if such visits would not impair job performance.
- E. **Use of Bulletin Board Space.** The District will provide the Association with reasonable space on an employee bulletin board for use by the Association in communicating with its members.
- F. **Association Release Time.**
 - 1. Association representatives, designated by the Association President, shall be granted reasonable time during regularly scheduled hours without loss of pay, seniority, leave accrual or other benefits for:
 - a. Investigating and processing grievances and other workplace-related complaints on behalf of the SFEA.
 - b. Attending investigatory meetings and due process hearings involving represented employees meeting with administrative staff or designees.
 - c. Participate in or prepare for proceedings under ORS 243.650 to 243.782 that arise from a dispute involving a collective bargaining agreement, including arbitration proceedings,

administrative hearings, and proceedings before the Employment Relations Board.

d. Acting as a representative of the exclusive representative for employees within the bargaining unit for purposes of collective bargaining.

2. Members may use time before or after their workday or during prep time or lunch time or any other non-student contact time that has not been previously scheduled for meetings or other duties, to serve as designated representatives for the above-listed activities. Where substitute time is required, the cost of the substitute to cover the designated employee's absence from regularly assigned duties shall be:

a. Borne by the District if the Superintendent or Assistant Superintendent or designated other administrator schedules a meeting during the designated representative's assigned work time.

OR

b. Otherwise, paid for by the Association or covered out of days provided in Section G below, subject to the approval of the Association president.

G. **Release of Association Officers.** The District will release the Association President or his or her designee for up to sixteen (16) workdays for Association business. The Association will reimburse the District for the actual cost of substitute if one is used. Additional regularly scheduled release time for the Association President may be mutually agreed upon with the District, with the Association paying the costs of the replacement employee/substitute.

H. **Information.** Upon request, the District agrees to furnish the Association with information necessary for its functioning as the exclusive bargaining representative. The Association will reimburse the District for all reasonable costs incurred in development and reproduction of non-prepared materials.

I. **Scheduling Meetings.** The District will notify the Association President and will allow the participation of the Association in annual all District calendar planning meetings in order to facilitate the scheduling of Association meetings at times that do not conflict with District activities.

J. **New Employee Orientation.** The District shall provide new bargaining unit members an additional paid orientation day before in-service week. The District shall notify the Association of new hires at least one week prior to the orientation day and shall give the Association one hour of that day to meet with the new bargaining unit members.

For any bargaining unit member hired after the start of the school year, the District shall notify the Association, within one week of the first day of work, of the name and worksite of the new hire. The Association shall be granted one hour of work time to meet with the new bargaining unit member, to be scheduled at times that do not interfere with the employee's performance of assigned duties.

K. **Notetaker.** Any Association member has the right to request a third-party note taker of his or her choosing from among building staff to attend a meeting with anyone in a supervisory role. Both parties will work collaboratively to meet at the earliest possible time.

6. No Strikes or Lockouts

- A. For the term of this Agreement, the Association and its members, as individuals or as a group, will not initiate, cause, permit or participate, or join in any strike, work stoppage, slow-down, or any other restriction of work. Violation of the above shall constitute full just cause grounds for disciplinary action, including discharge, against any employee or employees engaged in such activities.

- B. The District agrees not to lock Association members out of schools during the term of this Agreement. This Article will not apply during any mid-term or interim bargaining. Nothing in this Agreement shall prevent bargaining unit members from legally exercising their freedom of speech by supporting other bargaining units during their non-duty time.

7. Personnel Files

A. Personnel Files.

1. The District will comply with current Oregon Law regarding personnel files.
2. Personnel files for each employee shall be kept in a central location; such files are confidential and will be retained according to current Oregon Law.
 - a. Teachers will have the right, upon request, to review the contents of their personnel file and to obtain a copy of any documents contained therein. Employees shall schedule an appointment two business days in advance for viewing the personnel file and a District representative shall be present during the viewing of the file.
 - b. The teacher shall not have the right to view confidential letters of reference received by the District prior to the teacher being hired.
 - c. A teacher will be entitled to have a representative accompany him or her during such review of the teacher's personnel file. The teacher may designate the representative to review and copy the file.
 - d. The teacher will have the right to review disciplinary and evaluation documents before the document is placed in their personnel file and to attach a written statement to any such document placed in the teacher's personnel file. Member's signature on the document shall indicate that the member has seen the document, not that the member agrees with the document.
 - e. If materials contained in the teacher's working file are to be used as support for a recommendation of dismissal or non-renewal of a contract for any teacher, the teacher shall be notified at least twenty (20) days before the recommendation is presented to the school board or Fair Dismissal Appeals Board.
 - f. The teacher will acknowledge the opportunity to review such material by signing the copy to be filed with the express understanding that such signature does not signify agreement with the content of the material.

B. Administrator Working File

1. A working file at the building site is permitted and considered an extension of the official file. The working file will be purged when the employee leaves the building or when there is a change in building administrators. Employees can request a purge of any documentation that is older than three years old. At that time, any materials to be retained shall be placed in the official personnel file.

2. The educator's signature is required on any disciplinary documents to be filed but does not necessarily indicate agreement with the contents thereof. The educator will have the right to submit a written response which shall be attached to the file copy.
3. Each educator's administrator working file shall be open for inspection by the educator in accordance with District policy.

C. Disclosure of Personnel Files and Records.

1. **Disclosure of materials** contained in an employee's personnel file or from personnel records maintained by administrators shall be made only with the express written permission of the affected employee, or by court order, or by lawful subpoena by a law enforcement agency. Information in an employee's file cannot be shared with other districts for hiring purposes. Release of information contained in employee personnel files and personnel records to state agencies or to the exclusive bargaining representative in accord with the lawful functioning of those agencies shall not be construed as a waiver of the confidentiality of employee personnel files and records. Disclosure of any single document contained in a personnel record or file shall not be construed as a waiver of remaining documents in the personnel file or records.
2. **Copying Personnel Files and Records.** The employee shall pay for the actual cost of any copying requested by the employee.

8. Personal and Academic Freedom

- A. **Personal Life.** The District does not intend to regulate an employee's personal life, and will not do so, except where such activities affect job performance, adherence to TSPC rules covering the ethical and professional educator, or teaching effectiveness.
- B. **Academic Freedom.** Teachers will follow state adopted standards. Teachers may supplement with materials when district purchased materials are out of date with prior approval from the Director of Teaching and Learning. Teachers are to work directly with building principals in seeking this approval. Teachers will receive pre-approval from their building administrator and/or the Superintendent on any controversial topics, concepts, materials, or speakers to be presented which supplement the adopted curriculum. If such approval is received, the District agrees to support and defend the teacher should such topics, concepts, materials, or speakers cause criticism from parents or other community members.
- C. **Student Grades.** The teacher shall maintain the authority and responsibility to determine the grades earned by students within the District grading guidelines as approved by the Superintendent or their designee. No student grade will be changed without following the process below:
 - 1. Step 1: The administrator and teacher will work together to come to an understanding and agreement of the final grade.
 - 2. Step 2: If Step 1 does not resolve the matter, the administrator may submit a written request for the grade to be reviewed. The matter will then be referred to a committee consisting of a licensed teacher appointed by the teacher of record, an administrator appointed by the administrator seeking the grade change, and a third member selected by mutual agreement by the teacher of record and the initial administrator. The committee may change the grade, establish additional requirements, or deny the request. Either party may appeal the committee's decision to the School Board, which retains the final decision-making authority for all grades. The Board's decision shall not be subject to the grievance procedure.

This process will not supersede the work of the IEP or 504 team.

9. Teacher Evaluation

- A. **Purpose of Evaluation.** The primary purpose of evaluation shall be the improvement of instruction and the measurement of teacher effectiveness. This provision shall not prevent the District from using evaluation for any purpose allowed by law.
- B. **Evaluation Instruments.** Evaluation instruments shall include those developed by the State Board of Education or the school district in compliance with applicable Oregon law.
- C. **Evaluation of Special Education Itinerant Specialists.** The Administrator of Special Services will be the assumed evaluator of Special Education Itinerant Specialists. Should the Superintendent, designee, or Administrator of Special Services reassign the evaluation of an itinerant specialist, a meeting with the itinerant specialist must occur. The meeting should explain the rationale for the change in evaluator, and an Association representative may attend the meeting.
- D. **Classroom Observation.** Class observation may be a major component of teacher evaluation. Every teacher will receive a minimum of two (2) observations each year. The total time spent observing the classroom will be sixty (60) minutes. Feedback from observations will be discussed with every teacher and entered into Talent Ed within one week of the observation. Teachers who are on “Year A” of the evaluation cycle will be observed once before the second Friday in January and once more before May 31st.

An educator may request additional observations either from their supervisor or another supervisor in their building.

- E. **Evaluation Handbook.** All teachers new to the District will receive a copy of the evaluation handbook as part of the new employee packet. Other teachers may request a copy of the evaluation handbook from the District.
- F. **Program of Assistance for Improvement.** Probationary and contract teachers who fail to meet District Performance Standards, Oregon Standards of Competent and Ethical Performance may be placed on a program of improvement. A Program of Assistance for Improvement is part of the evaluation and supervision process and is not considered teacher discipline. In any case, if the District has not followed the observation process above for any teacher, they may not be placed on a PAI.
 - 1. Prior to a teacher being placed on a Program of Assistance for Improvement (PAI), the teacher’s supervisor will give the teacher a warning in writing that the teacher may be placed on a PAI. This warning will include the teacher’s areas of deficiency and the District’s expectations for the teacher. The teacher will have a minimum of twenty (20) days to improve prior to placement on the PAI. The PAI will be in alignment with the domains and standards of the teacher evaluation framework.

2. If a teacher is determined by the District to be in need of a Program of Assistance for Improvement, the supervising administrator will notify the teacher in writing of his/her deficiencies prior to developing a written plan of assistance for improvement.
 3. The teacher will be afforded the opportunity to contribute to the Plan of Assistance for Improvement. The teacher may be represented by the Association representative of his or her choice throughout the process.
 4. When a Program of Assistance for Improvement is completed, the District shall notify the teacher in writing of satisfactory or unsatisfactory completion of the Program of Assistance for Improvement. No PAI will be in place for a period shorter than ninety (90) days unless by mutual agreement between the parties.
- G. **Teacher evaluation materials** which include observation notes, observation summaries, anecdotal notes, evaluation data, informal and formal evaluation summaries, and any other material collected for the purposes of teacher evaluation are personnel records and/or part of the personnel file and as such are subject to confidentiality under Article 7.
- H. **Employee Evaluation Handbook.** Changes in the Employee Evaluation Handbook shall be made only after collaboration between District Administrators and the Forum Committee.

10. Teacher Discipline

- A. **Just Cause.** Employees may be disciplined, reprimanded in writing, or suspended without pay based upon just cause. Specifically excluded from just cause are the non-renewal or dismissal of probationary employees, the non-extension or dismissal of contract teachers, assignment of extra duty, teaching duties and assignments, and transfers. Bargaining unit members past the probationary period who are rejected for Fair Dismissal Appeal shall have their appeal heard by an Oregon arbitrator under a Just Cause standard.
- B. **Due Process.** No teacher will be disciplined without due process. Due process, for the purpose of this Agreement, shall be defined to mean the following:
1. **Notice of Charges.** The teacher will be given notice of the charge(s) against the employee which form the basis(es) for the disciplinary action, reprimand, or dismissal. The administrator will not start an investigation until the subject of the complaint is notified that the complaint exists unless prohibited by law enforcement or other agencies' requirements.
 2. **Opportunity to Respond.** The teacher will have the right to meet with the Superintendent or his/her designee to discuss the disciplinary action, reprimand, or dismissal before a decision is finalized.
 3. **Right to Representation.** The teacher may be accompanied and represented by the Association. The teacher may refute the charge(s) either verbal or written form.
 4. **Written Notice of the Decision.** The Superintendent or designee will give the teacher written notice of the findings and the decision together with the reason(s) for such action.
 5. **Investigatory Suspension.** In case of hazard or threat to employees or students, a teacher may be immediately suspended with pay pending an investigation. The teacher will be notified of the reasons for the suspension and of the date and time to meet with the Superintendent or designee regarding the suspension or the possible dismissal. When meeting with the Superintendent or designee, the procedures in 1, 2, and 3 above will be followed. In the event a teacher is placed on paid administrative leave as part of an investigatory suspension during the school day, the SFEA President, or designee, will be consulted prior to the administration having the teacher leave campus. The consultation will occur within a short window of time (no longer than 30 minutes). The teacher will be offered a building rep or another teacher to accompany them when exiting the building.
- C. **Grievances.** Grievances filed based on provisions of this article may be appealed to Step 4 "Arbitration." No record of a disciplinary action will be placed in a teacher's personnel file until the final resolution of any grievance is properly filed in accordance with this Article.
- D. **Non-Renewals and Dismissals.** Nothing in this Agreement shall be construed to waive the District's

right to non-renew or dismiss a probationary employee for any reason the District deems in good faith sufficient. This Article does not apply to the non-renewals or dismissal of probationary teacher contracts, nor to dismissals or non-extensions of contract teacher contracts; such matters and procedures are governed by the Oregon Law and are not covered by this Agreement.

11. Complaint Procedure

- A. Patrons are encouraged to follow usual and proper administrative channels in registering complaints concerning any phase of the school program, including school personnel. It is expected that complaints will be resolved at the lowest possible level.

Procedure:

1. **Complaint Conference.** Any complaint received by the Administration from any person shall not be used by the District in any evaluation or disciplinary action unless a conference is held with the teacher within ten (10) work days after the complaint is filed with the administration, except when the administration is prohibited by law enforcement or other agencies. At the conference the teacher shall be presented with the complaint in writing signed by the complainant or the alleged facts giving rise to the complaint signed by an administrator.
2. **Complaint Conference Representation.** The teacher shall have the right to representation of his or her choosing at the conference. An employee choosing not to be represented in any meeting with the Administration is not deemed to have waived their right to be represented at other times. There is no requirement that the complainant appear at the conference, but they will be encouraged to do so. The District may choose to keep the name of the non-District employee complainant confidential if no written action is taken against the teacher.
3. **Written Response to Complaints.** After the conference the teacher may submit a written response to the complaint which shall be attached to the complaint and retained in the personnel file of the District. Within ten (10) working days following the conference, the administrator will report the status of the matter to the teacher.
4. **Disciplinary Action Arising From Complaints.** Prior to written disciplinary action being taken by the District and recorded in the personnel file or the administrator's working file, the identity of the complainant shall be made known to the teacher if so requested by the teacher. The District need not identify the complainant in a situation where no written disciplinary action is taken or the teacher admits to the substance of the complaint.
5. **Prior to the development of a PAI** arising from a confidential complainant, the identity of the complainant and specific nature of the complaint will be made known to the teacher if so requested by the teacher.
6. **Evaluation Records Arising From Complaints.** Prior to a written reference to a complaint being incorporated in an evaluation record and filed in the personnel file, the identity of the complainant shall be made known to the teacher if so requested by the teacher. For liability protection, the District will maintain a confidential record of all investigations conducted separate from the individual employee's personnel file or personnel records.

12. Work Year and Workday

- A. **Annual School Calendar.** It is recognized that the School Board has the responsibility to set the annual school calendar. Prior to adoption of the calendar, a calendar committee consisting of SFEA appointed members and District Office Personnel will work collaboratively to create the district calendar. All individuals involved will gather data and stakeholder input regarding licensed staff work calendars, student school year start/end dates, and holiday break schedules, and inclement weather replacement days. The committee will then present the proposed calendar to the School Board for discussion.
- B. **Teacher Work Year.** The teacher work year, to be set by the District, shall not exceed a maximum of one hundred ninety-two (192) contract days for probationary and contract teachers and no more than one hundred ninety-three (193) contract days for first-year teachers. The contract days shall include the following five (5) paid holidays: Labor Day, Veterans’ Day, Martin Luther King Day, President’s Day, and Memorial Day.

Grade Level	In-service Days	Grading Days	Holidays	Conference Days	Student Contact Days	Total Contract Days
K through 8	6-10	4	5	4	169-173	192
9 through 12*	4-6	4-6	5	2	174-178	192

***The District will schedule weekly one-hour early release throughout the school year for Professional Learning Community (PLC) time beginning the second week of school. If the District eliminates PLC’s, three in-service days will be returned in place of student contact days.

1. Non-Student Contact Days. In addition to the chart above, there will be 2 non-student contact, teacher directed work days each contract year. The 2 days will be as follows:
 - a. The first day back from winter break.
 - b. For K-8 and elementary schools, the 2nd day will be the last Friday in April (usually the 12th week of the 2nd semester). For SHS and SMS, the 2nd day will be the spring conference day.

2. **Building Directed Early Release Days.** Eight (8) early release days (eight hours) will be used for in-building work, which will be mutually identified and agreed upon between building administration and teacher leadership (department heads, head teachers, etc). Five of these days will be scheduled:
 - a. one in September
 - b. one the week after Fall conferences
 - c. one the first week of the second semester
 - d. one the week after spring break
 - e. one in June

3. **Additional Workdays Prior to School Year Starting.** When there is a demonstrated need for additional workdays to complete assigned work for specialist, the specialist or supervisor may request:
 - a. Special Education Staff: Up to 5 days
 - b. Counselors: Up to 10 days
 - c. ELD Specialists: Up to 5 days

These days are to be paid at the teacher's hourly rate.

- C. **Teacher Workday.** The normal teacher workday shall be eight (8) hours. However, professional responsibilities will not be limited to a specific time period and shall occasionally extend beyond eight (8) hours for responsibilities such as faculty and committee meetings, parent meetings, supervision of student activities, conferences, planning and evaluation, and professional education. All normally scheduled night activities which are scheduled annually or bi-annually and which require staff attendance will continue as in previous years. If the Administration or faculty desire(s) to increase the number of annual or biannual activities, the school faculty will be consulted and the majority vote will prevail. However, if the principal believes that the activity is required to meet the goals of the school or District, the principal may refer the matter to Labor Management for a decision. Principals will work with building staff to establish flexible work hours which may include variations in workday starting and ending times to accommodate the needs of staff.

- D. **Staff Meetings.** Staff meetings are scheduled for the purpose of organization and communication of business that typically cannot be handled through email, departmental or committee structure. Monthly staff meetings, up to two, will be held within the workday to the extent possible. If a staff meeting extends thirty (30) minutes beyond the end of the workday, employees are free to leave the meetings without being subject to discipline or criticism. Employees volunteering to attend or remain at the meeting shall accumulate flextime credit on an equal time basis.

- E. **Prorated Workday and Lunch Period.** The school day for teachers employed less than full-time shall be based on an eight-hour day including a one-half hour duty free lunch. Each teacher shall have a

thirty (30) minute duty-free lunch period to be included as part of the eight (8) hour day. Part-time teachers who work six (6) hours or more will receive a paid duty-free lunch. Part-time teachers who work less than six (6) hours will receive a paid break equal to no less than their assigned work time divided by eight, i.e. $(5/8) \times 30$ minutes = at least 18-minute break.

F. **Teacher Preparation Time.**

1. **High School.** Each high school teacher shall have an uninterrupted period of time equal to one (1) continuous teaching period, not to exceed a maximum of sixty (60) minutes per day; or, in the alternative a total of 450 minutes per every two weeks during the student contact day for preparation. Teacher and supervisor will work collaboratively to schedule meetings related to the evaluation process.
2. **Within Workdays Substituting.** If a teacher is required by the Superintendent or his/her designee to substitute during his/her prep period for a teacher who is required to attend a school sponsored activity or is on a district approved absence, the teacher shall be paid at their hourly rate. This provision does not apply to those instances when a teacher substitutes in a “professional courtesy” situation for another teacher without requesting payment from the District. The use of “professional courtesy” is to be approved in advance by the school principal or designee. “Professional Courtesy” substituting may not be used to substitute for a teacher absent while fulfilling his/her school, district, or extra-duty responsibilities.
 - a. Counselors, Title teachers, and Specialists who are assigned substituting teaching responsibilities will receive the sub rate of pay on a pro-rata basis in addition to their salary. This will also apply to K-8 classrooms when classes are combined due to the inability to acquire a substitute.
3. **Middle School Teachers.** Silverton Middle School shall have an uninterrupted period of time equal to one (1) continuous teaching period, not to exceed a maximum of sixty (60) minutes per day. Teacher and supervisor will work collaboratively to schedule meetings related to the evaluation process.
4. **Elementary Teachers.** Elementary teachers shall receive at least 300 minutes per week of uninterrupted preparation time during the work week. At least one block of preparation time shall be no less than thirty (30) minutes, per day, during the student contact day. Classroom teachers at a specific school site shall have similar preparation time each day. It is not the District’s intent to reduce elementary preparation time. Changes in preparation times at the elementary or middle schools necessitated by District requirements will be brought to the Forum (See Addendum C). Principals will design schedules or assign staff in such a manner that a teacher can have a restroom break during a four-hour period. This restroom break should be scheduled, to the degree possible, so that the break occurs as close to the middle of the four-hour block as possible. Teacher and supervisor will work collaboratively to schedule meetings related to the evaluation process.

5. **Preparation time** shall not be used for travel time between worksites for teachers who are assigned to more than one (1) work site. Travel expenses will be reimbursed. If a teacher loses preparation time because of travel, then the teacher will be reimbursed at their per diem rate.
 6. **Beginning of the year in-service meetings and trainings.** Preparation for students at the beginning of the year is very important for teachers. The superintendent or his administrative designees may not require teachers to attend administration-required meetings or district, state, or federally mandated trainings for more than 40% of in-service workdays. LRC teachers, ELD teachers, Title 1 teachers, TAG teachers, and counselors may be required to attend additional meetings which pertain to their assignment.
- G. **New Teachers.** New teachers shall be granted one (1) extra professional day, \$100 to be used in the first three (3) years to attend a professional development opportunity, and an additional budget of \$400 to purchase classroom supplies.
- H. **The Oregon State October In-service Day** will be added for all grade levels. The State in-service day will be used for administrative approved professional development activities (in or out of district) related to district goals or PLC's. Teachers have the option of remaining in-building on State In-service Day to work on activities or tasks as approved by the building administrator. For the 2022/23 school year only, the State In-service Day will be a student contact day.
- I. **Itinerant Employees**
1. An itinerant employee shall have one (1) Home base and other worksites available in each building they support.
 - a. **A Home Base** shall be a usable and appropriate space that itinerant employees can conduct their duties in a safe and secure manner allowing them to abide by legal requirements such as confidentiality.
 - b. **A Home Base** is a location where the itinerant employee's main office and materials are located. It is preferred if the Home Base is located where the itinerant employee spends the majority of their time. The location of the Home Base is determined at the beginning of the contract year between the itinerant employee, on-site administrator (typically the building principal) and itinerant employee direct supervisor. During the course of the school year, if the location of the majority of an employee's work responsibilities have changed, the Home Base may be reviewed at the employee's request, and the final determination shall be made by the itinerant employee's direct supervisor.
 - c. **A Worksite** is defined as offices/classrooms where itinerant employees work.
 - d. Upon request, itinerant employees will have a secure storage space for files and other sensitive materials at their home base.

13. Inclement Weather

- A. **Temporary Closures.** Whenever inclement weather, power outages, heating failures, or other similar unforeseen events cause the temporary closure of any school on a teacher contract day, teacher attendance shall not be required. Teachers will be paid for such a temporary closure day but agree to make up any such days that are rescheduled by the District. If the Board should determine that lost days need to be made up, it may extend the teacher work year by up to the number of missed days, with the exception of the first missed day. Such days will only be student contact days.

For the first full day of school closure, members will count additional hours worked beyond the contract day as the make-up time.

The Calendar Committee will identify a minimum of two (2) days within the adopted calendar for the following school year to be used as make up days should the Board determine it is necessary. The Calendar Committee will include members of SFEA.

Any paid leave used by a bargaining unit member on a day that is declared a temporary closure will be re-credited in full.

- B. **Extension of the School Year.** The Board may extend the school year by the number days equal to the number of days missed or a lesser number of days. Effort will be made to make up missed instructional hours within the board approved calendar.
- C. **Notice.** The School board will notify the Association annually no later than April 15th if it intends to extend the year, including the number of student days to be made up, and the dates. The Association will have a chance to make proposed changes prior to the Board's final action.
- D. **Long Term Closures.** In the event of a long-term closure of any school due to a pandemic, natural disaster, civil unrest, or other unforeseen event, the District will non-monetarily fully support any unemployment claims submitted by teachers.

14. Layoff and Recall

- A. **Notification.** Before any decision to lay off teaching staff is finalized, the Board shall notify the Association that a reduction in teaching staff is under consideration. The Association shall have seven (7) days in which to request a meeting with the Board. The meeting shall be for the purpose of reviewing the circumstances which indicated a reduction in force and to discuss possible alternatives thereto. Following the seven-day period and/or the meeting as specified above, the Board shall finalize its decision and provide fourteen (14) days written notification to the affected teachers and the Association.
- B. **Procedure.** The District shall observe all requirements of ORS 342.934.
1. **Seniority, Competence, and Experience and Cultural or Linguistic Expertise.** Teachers will be laid off based upon their experience, competence, cultural or linguistic expertise, and seniority as judged in the context of the anticipated future staffing requirements of the District. The District may retain a less senior over a more senior employee if the less senior employee has cultural or linguistic expertise, greater competence or experience.
 - a. "Seniority" shall be defined as total length of continuous employment with the District. Seniority is not broken but shall not accrue while a teacher is on approved, unpaid leave of absence or while a person is on layoff status.
 - b. "Competence" shall be defined as demonstrated ability to teach at the elementary level or in a secondary subject area. Successful evaluations shall be one indicator of demonstrated ability. A successful evaluation is one in which the teacher is evaluated as at least meeting District standards in the areas for which he or she is evaluated.
 - c. "Experience" shall be defined as the actual amount of time spent teaching the subject or grade level within the last five years, not based solely on being licensed to teach that subject or grade level.
 - d. Qualified teacher with cultural or linguistic expertise means a teacher as defined in ORS 342.934.
 2. **Seniority Lists.** The seniority list shall be created using the following: employee's last date of employment figures from the first day on the job. In the event two or more employees working in the same instruction specialties are judged by the District to have equal competence, experience, and equal time of service within the District, the teacher to be retained shall be determined by drawing lots.
 3. **Consideration.** The District may consider a teacher's willingness to undergo additional training or pursue additional education in deciding upon questions of experience.

- C. **Recall.** In the event a reduction in force has occurred, teachers will be recalled in the reverse order of layoff if licensed and qualified, provided a valid teaching license for the available position is held at the time of recall.
1. **Duration of Recall Rights.** A teacher who is laid off will remain on the layoff list and be eligible for recall for twenty-seven (27) months from the date of layoff. The District shall notify a laid-off employee of a position opening by registered letter, return receipt requested, to his/her address of record as maintained in the employee's personnel file. It shall be the employee's responsibility to ensure that his or her current address is on file at the time the recall occurs.
 2. **Recall Acceptance Timeline.** Teachers will have five (5) calendar days from the receipt or return by the post office of such notice to notify the District by certified mail in writing of their intent to return within twenty (20) calendar days of the date of such notice from the District. Recalled employees who are required to provide sixty (60) days service by a district employing the teacher subsequent to their layoff from Silver Falls School District, will be granted an extension of up to sixty (60) days to return to work. Twenty-seven (27) months after being laid off and/or failure of the teacher to so respond to a recall notice within the time herein specified shall terminate the teacher's recall rights. A teacher who refuses an offered position on recall shall terminate their recall rights.
 3. **Waiver of Recall Rights.** Teachers who wish to waive re-employment rights may do so by written notification to the District.
 4. **Reinstatement of Benefits Following Recall.** Employees returning from layoff shall have previously accrued sick leave and seniority reinstated but shall not receive benefits for the period of the layoff.
 5. **Placement on Salary Guide Following Recall.** Upon return to active employment, teachers will be placed on the proper step of the salary schedule for their current position according to experience and education. Employees who worked 135 contract days of the school year in which the layoff occurred shall be advanced to the next step of the salary schedule. Employees who worked less than 135 contract days shall be placed on the same step they were on when the layoff occurred.
 6. **Insurance During Layoff.** Subject to the rules and regulations of the carrier, teachers may maintain their group insurance coverage at their own expense during the 27-month period following their layoff.
 7. **Appeals of Layoff.** As allowed in ORS 342.934(7) the appeal of any aspect of any layoff or recall action or decision taken by the District shall be in accordance with the grievance procedure of this Agreement. The standards to be applied shall be as specified in ORS 342.934(7). All temporary employees are excluded from the provisions of this article.

15. Leave Without Pay

- A. **Leave of Absence.** A leave of absence, without pay, for up to one (1) calendar year may, upon written request, be granted. Petitions for such leave shall be directed to the Superintendent or his/her designee. Employees on leave will notify the District of their intent to return by March 1.
- B. **Benefits.** Employees shall not continue to accrue any benefits during any unpaid leave which exceeds one month's duration. If the leave is for less than 30 calendar days, the District will pay insurance benefits. If the leave is for more than a month, subject to the rules and regulations of the carrier, employees may maintain their group insurance coverage at their own expense for the duration of such leave. Such leave will not affect the employee's seniority date.
- C. **Parental Leave.** The District will administer parental leave in accordance with FMLA and the Oregon Family Leave Act. Teachers must use all contractual leave prior to taking an unpaid leave under Federal and State guidelines. Upon request, a teacher may retain three (3) sick days upon return from leave.
- D. **Unpaid leave** will be calculated based on an employee's assigned full-time equivalent (FTE) status.

16. Leave With Pay

A. Sick Leave.

1. As provided by ORS 342.595, each regular full-time teacher shall accrue ten (10) working days sick leave pay for each school year or one (1) day per month employed, whichever is greater. Unused sick leave shall accumulate without limit. Less than full-time bargaining unit members will receive sick leave at their prorated amount.
2. Sick leave may be applied to absence caused by illness or injury of an employee. Sick leave may be used for routine medical, dental, or ocular appointments. The teacher should try to give the District at least 48 hours prior notice of any scheduled appointment. In any instance involving use of a fraction of a day's sick leave, the minimum charge to the employee's sick leave account shall be one (1) hour. Medical, dental, and ocular appointments that relate to an illness or injury are considered part of sick leave. The employee may, at the discretion of the District, be required to furnish a reason issued by a licensed physician or other satisfactory evidence of illness extending beyond five (5) days. Sick leave may be used for care of an "immediate family" member who is ill, injured, or needs assistance.
3. When an employee shall be absent from work due to illness, he/she shall give notice to the Superintendent or the person designated by the Superintendent to receive such notice, no later than the time designated by the Superintendent/Designee of the first day of the illness, or as soon as possible. If the absence is for consecutive days, the Superintendent or his/her designee should be notified of the probable date of return. Employees will refer to the Staff Handbook for guidance in notification of being absent from work and the process for recording that request and securing a substitute.
4. The District shall comply with the state and federal leave laws regarding protected leaves.
5. The employee's sick leave balance shall be available upon request.
6. A teacher returning from illness, whether or not sick leave benefits have been paid, may be required to submit to a medical examination or other medical evaluation at the expense of the Board in order to establish medical fitness for the duties of the position before returning to work.
7. Pursuant to Oregon Statute, sick leave accumulated at another district shall be credited to the newly employed employee's leave plan.
8. **Emergency Leave.** To accommodate unforeseen emergencies during working hours, a teacher may use one day per year of sick leave. The teacher will submit a written explanation within two (2) days following the leave. The superintendent or his designee may approve additional days as needed.

B. **Personal Leave.** At the commencement of each school year, each employee shall be credited with three (3) days of personal leave to be used at such time and for such reasons as deemed appropriate by each individual employee. At the conclusion of the school year, each employee shall be paid for unused personal leave at the rate for the 1st ten days of sub pay as established by ORS 342.610 and published by the Oregon Department of Education (2019-20: \$187.91). The following ratios will be used by building principals in determining how many teachers will be granted personal leave to on any one day.

1. Building ratios:

1-10 staff	one teacher
11-20 staff	two teachers
21-30 staff	three teachers
31-40 staff	four teachers
41 + staff	five teachers

Teachers who do not require substitutes will not be counted in this formula.

2. Personal leave will not be taken the first or last week of school unless for an emergency or a “once in a lifetime opportunity” as determined by the Superintendent or his/her designee.

C. **Bereavement Leave.** The District will grant up to five (5) days bereavement leave with pay in any one year in each case of death in a teacher’s immediate family, or the teacher’s spouse’s immediate family, defined as: husband, wife, children, father, mother, grandparent, grandchild, brother, sister, step-family members, a person in “loco parentis” of the teacher, or someone residing in the household. One (1) day bereavement leave will be granted on no more than two occasions each year in the case of the death of a friend or a relative who does not fit the above definition of “immediate family.” The Superintendent or designee may approve additional days.

D. **Military Leave.** Leave for military duty shall be with or without pay as provided for by state and federal statutes.

E. **Legal.** An employee shall be granted leave with pay for services on a jury provided, however, that compensation paid to such employees for the period of the leave shall be reduced by the amount of the compensation received by the employee for such jury service. Upon being excused from jury services, an employee shall return to complete his/her assignment for the remainder of the regular workday if there is more than half a day of work left. However, if there is less than a half workday left, the teacher is not expected to return to work. The above provision shall also apply to service as a witness in response to a subpoena or other direction by proper authority. Leave identified in this article does not apply when an employee is involved as a litigant for personal reasons or when the employee is a participant in any action against the District unless the District requests or agrees to their participation.

- F. **Leaves During the Working Hours.** Teachers may leave during the workday outside of the student contact day by first obtaining the approval of the building administrator as long as it does not disrupt the performance of job responsibilities (see Article 12 Work Year and Workday).
- G. **Leave for College Course Work.** Teachers who need to leave early in order to take a late afternoon college course in order to meet a degree or certification requirement, or which is pertinent to the teacher's current or future teaching assignment, may request early release to the building administrator as long as it does not interfere with job responsibilities.
- H. **In-service Leave.** The District recognizes the value of in-service activities. A teacher interested in attending activities relating to the statewide in-service day, or any other in-service, should make written request to his or her building administrator. Upon approval, reasonable expenses including travel, fees, and meals will be reimbursed.
- I. **Paid leave and compensation** in lieu of paid leave will be prorated based on an employee's assigned FTE.
- J. **Sick Leave Bank.** The purpose of the Sick Leave Bank shall be to provide additional sick leave to eligible and participating professional educators beyond their accrued personal sick leave for their own or an immediate family member's serious illness or personal injury. For the purpose of access to the sick leave bank immediate family members are defined as the spouse/domestic partner, child, parent or sibling of the employee. In addition, the sick leave bank may be accessed for those minors whom a professional educator is acting in "an in loco parentis" relationship as defined by FMLA/OFLA. When professional educators are newly hired, they will be given the option to join the sick leave bank by donating one of their sick days to the bank. Current professional educators who are not yet members may join by donating one day to the bank during open enrollment, September 1 to November 1 of each year.
 1. A joint committee of three (3) members appointed by SFEA along with the Assistant Superintendent will oversee the Sick Leave Bank. The committee will meet as needed to review applications.
 2. Only professional educators who donate the aforementioned sick leave to the sick leave bank shall be eligible to receive sick leave bank leave. Such eligible professional educators shall be able to request sick leave bank utilization after they have expended any sick leave they have accrued. An employee will not be eligible for the sick leave bank if receiving funds from state mandated personal and family medical leave benefits.
 3. The bank is required to have a minimum balance of 400 hours. Should the balance fall below that figure, members will be asked to contribute an additional day, or portion thereof as determined by the committee, to maintain their membership. "Day" is defined for the purposes of this paragraph as eight (8) hours.

4. If a professional educator who is already a member of the bank does not have sick leave available to donate at the time of the contribution, they may remain a member of the bank and the donation will be deducted from their next accrual of sick leave.

17. Job Share

- A. Definition. Job Sharing shall be defined as “two staff members voluntarily sharing the responsibilities and benefits of a single position.”
- B. Job Sharing requests will be considered on an individual basis and are subject to the District’s approval. Requests will be based upon the following guidelines:
 - 1. The job-sharing position is entered into voluntarily by both persons.
 - 2. Medical benefits, leaves, educational reimbursement and compensation will be prorated based on a job share employees assigned FTE. Current job share teachers who are receiving full insurance benefits will continue to receive full insurance benefits until such time as they no longer job share.
 - 3. Should one employee be unable to complete the job sharing assignment, all unused fringe benefits and leaves will be transferred to the remaining employee for the remainder of the school year or until another qualified employee will voluntarily job share the position. Full benefits will continue for the grandfathered job share employees if they return to ½-time status the following year.
 - 4. Each teacher’s half-time, full-year work (minimum 135 days) will count one (1) year toward increment status and one (1) year toward seniority.
 - 5. Each employee shall receive District paid PERS pick-up based upon their individual salaries.
 - 6. The Principal shall develop schedules, assign duties, provide preparation periods, etc. as if a single person were assigned to the position. It shall be the responsibility of the two parties in conference with the Principal to divide their time so that these arrangements are equitable.
 - 7. Teachers entering job sharing shall be placed on the salary schedule consistent with their experience and training with the salary to be based on assigned FTE.
 - 8. Job sharing teachers shall confer with respect to joint lesson planning. Both teachers shall assume responsibility for maintenance of student records, report cards, and the appearance of the classroom.
 - 9. Job sharing will be evaluated annually to determine renewal.
 - 10. If one employee discontinues job sharing, the other job-sharing employee must assume the responsibilities of the full-time position for the remainder of the school year, provided the employee was full-time prior to the job share. If an employee was part-time prior to the job share, he/she will fill the full-time position created as a result of the job share partner leaving as a

temporary full-time employee until the end of the year, or until another qualified employee voluntarily job shares the position at the discretion of the District.

11. If job sharing is not renewed for the ensuing school year, then the two (2) employees affected may revert to their previous status.
12. Job sharers shall substitute for each other whenever possible. When substituting, they shall be paid their contractual per diem rate.

18. Vacancies and Transfers

- A. It shall be the general practice of the District not to grant transfers after the start of the school year. The start of the school year will be defined as the first student contact day.

When interviews take place to fill a permanent vacancy an interview panel will be convened to conduct interviews. For licensed bargaining unit positions the interview panel will consist of at least one (1) licensed bargaining unit member. If the position is a specialty, then an effort will be made to have the one (1) licensed bargaining member be a licensed specialist in the same discipline. Interview panels will implement the district hiring process for input on candidate selection.

B. **Definitions.**

1. **Opening.** A teaching assignment where the current staff member is leaving or a newly created teaching assignment.
2. **Vacancy.** Available position for which applications are taken inside and outside the District. A teaching assignment where the current staff member is leaving or a newly created teaching assignment.
3. **Assignment.** Teaching position within a building or across buildings.
4. **Reassignment (K-5).** A change in a grade level teaching assignment from the previous school year.
5. **Voluntary.** Change in assignment to another building(s) at the employee's request to transfer.
6. **Involuntary.** Change in assignment to another building(s) that the employee did not request transfer.

- C. **Vacancy.** All bargaining unit vacancies will be posted. The District retains the right to determine what positions are vacant after determining building staffing and teaching assignments. The District will post bargaining unit vacancy notices when they become available. To access notices during the summer, teachers may call or visit the District Office or check the district website where vacancies are posted. Copies of postings will be sent to the Association President.

- D. **Voluntary Transfers.** Whenever an opening for a teaching position is available in the District, any presently employed teacher may apply in writing for said position.

1. **Considerations.** Among the considerations when acting on requests for voluntary transfers are:
 - a. Individual qualifications, including meeting the requirements as a highly qualified teacher under federal requirement
 - b. Instructional requirements
 - c. Staff availability
 - d. Program needs
 - e. School goals
 - f. And other considerations determined at the time vacancies are posted.

2. **Current Employees.** Any presently employed teacher applying for a position shall be granted an interview for that position, provided not more than three (3) in district candidates apply. The District is not required to interview more than three (3) in district candidates, however the District may interview more at its discretion.

3. **District Right to Select.** The District shall retain the right to select the individual it believes to be most qualified for the position, regardless of if the person is employed in the District or not.

4. **Notice of Non-Selection.** In the case that the presently employed teacher is not given the transfer, that teacher shall be notified in writing and given the opportunity to discuss the reasons for the non-selection with the principal. The written response must include feedback on documentation submitted by the teacher, interview improvements, or areas of instructional improvement from any tasks or sample lessons. The teacher may request a meeting with the superintendent, or designee to discuss ways to become a more competitive candidate in future vacancies.

- E. **Reassignment (K-5).** A decision to reassign a K-5 teacher will involve collaboration with the building principal and the teacher involved as early as possible. The teacher may request a face-to-face meeting prior to other staff, or the public being notified. The teacher may request a written reason or rationale for the change.
 1. **Additional Support.** Any teacher in the same position for four (4) or more years who is reassigned will qualify for the following supports:
 - a. \$250 for classroom supplies
 - b. A second Professional Development grant of \$450 will be granted upon request.
 - c. The ability to timecard up to sixteen (16) hours to prepare for the new position.

Reassignment (District Specialist). If a District Specialist is reassigned to a different role that they have not held in the past five (5) years, they qualify for the above listed (E1) support.

F. Involuntary Transfers.

1. **Consideration.** Consideration shall be given to the teacher's preferred assignment, including any personal information the teacher may wish to share. Among other considerations of the administration:

- a. Individual qualifications, including meeting the requirement as a highly qualified teacher under federal requirement
- b. Instructional requirements
- c. Staff availability
- d. Program needs
- e. School goals
- f. Shall not be for purposes of retaliation based on exercise of any rights under this contract.

2. Process.

- a. A decision to involuntarily transfer or reassign a teacher will involve notification of need and a face-to-face meeting. A written explanation of need will be provided upon request.
- b. The teacher is to be notified before other staff and the public.
- c. Upon request of the teacher, a meeting shall be arranged between the teacher involved and the Superintendent and/or his designee at which time the transfer or reassignment will be discussed along with the reasons for the transfer or reassignment. The teacher may choose a representative to be present at such a meeting.

- 3. District Right to Select.** The District shall retain the right to select the individual it believes to be the most qualified for the position and assign that person to available positions. No teacher shall be involuntarily transferred more than twice in a ten-year period (with a three-year look back to 7/1/2016), except in the case of: Reduction-in-force, elimination of programs from a specialized revenue source (grant funded), Special Education programs being moved within the district), or other circumstances mutually agreed upon by the district and the association. Teachers who were involuntarily transferred when Robert Frost and Mark Twain were reconfigured to K-5 schools will be counted as one involuntary transfer.

- 4. Preparation Days.** If an involuntary transfer occurs during the school year or within fourteen (14) calendar days of the start of the student school year, the involuntarily transferred teacher will be granted two (2) days of release time to facilitate the transfer or may be paid the equivalent of two (2) days at the substitute rate of pay in lieu of release time. An effort will be made to inform the involuntarily transferred teacher of the new curriculum and building procedures prior to student contact.

- 5. Additional Support.** Any involuntarily transferred teacher will have the following supports:

- a. \$250 for classroom supplies
- b. A second Professional Development grant of \$450 will be granted upon request.
- c. The ability to timecard up to 40 hours to prepare for the new position and for time to move.

19. Class Size

- A. The Administration will develop an administrative regulation or practice that will result in the early identification of potential class size problems, identification of potential solutions, and establishment of a timeline for making decisions about modifications in class structure and staffing. Principals will share projected enrollment and tentative staffing assignments before the final teacher contract day in June. This process shall include the Association rep who will acknowledge in writing they were provided the projected enrollment numbers and that teacher input was included in addressing any potential class size concerns. Principals will share updated class size information with the Association rep during pre-service week before the school year starts, along with plans to support teachers who may have large class sizes. In addition, a standing committee shall be established that includes members of the Association for the purpose of discussing and considering class size and case load issues that may arise. The committee will meet during regularly scheduled Forum or Labor Management meetings and shall have the authority to make recommendations to the appropriate building administrator or District administrator regarding possible relief of such class size or case load issues.

- B. The District will publicly establish class size targets for K-12 classrooms and caseloads, prior to the start of the school year. The District will establish a pool of \$30,000 for potential salary increases in the event a classroom teacher's class size or caseload exceeds the target based upon the prescribed process below:
 - 1. If a class size or caseload is above the District published targets, as of October 1, the educator may meet with the building principal or supervisor to explore possible supports. The building principal or supervisor will provide the teacher(s) with a written response within five (5) working days. The written response will include what supports may be available. Possible supports may include but are not limited to the following:
 - a. Aide or additional adult support provided to the educator.
 - b. Scheduling alternatives to alleviate class size or caseload or address student makeup.
 - c. Transfer/reassignment of students.
 - d. Release time or sub days for the educator.

 - 2. If the educator(s) is unsatisfied with the supports by the principal at the building level, an appeal may be made to a committee composed of two educator representatives selected by SFEA, and two administrative representatives selected by the Superintendent. The educator must indicate what was unsatisfactory about the principal's response and specify the support needed to address class size. The committee will meet within ten (10) working days to determine whether adequate supports have been provided to the educator. If the committee determines that adequate support was either insufficient or unavailable, the educator will receive a stipend equivalent to 1.5% of their annual salary. The educator will be notified within three (3) working days of the decision. The decision of the advisory committee is final and not subject to the grievance procedure.

3. In the event the entire pool is exhausted during the school year, no additional appeals will be heard and any classrooms exceeding the published class size targets will not be subject to a grievance.
4. The educator may have Association representation at any level of this procedure.

C. An adaptation for departmentalized schools.

1. Language Arts Teachers whose daily teaching schedule includes four (4) or more Language Arts classes will receive a full day substitute teacher on three (3) occasions per school year to be used for grading and or scoring of student work.

D. Caseload Managers (Special Education and English Language Development)

1. Caseload Managers within Special Education and English Language Development will receive the following release time:
 - a. K-5 & K-8 schools will have one release day per semester. The release must be scheduled in advance with their principal, with a substitute secured before the release can be taken.
 - b. 6-12 (SMS and SHS) will have two release days per semester. The release must be scheduled in advance with their principal, with a substitute secured before the release can be taken.
2. All caseload managers may follow the process outlined in B, 1-4, with their principal, Administrator of Special Services, or administrator overseeing English Language Development regarding their case management responsibilities.

20. Tuition and Professional Development Pool

A. The pool shall be \$54,000 per year for the duration of the 2019-2022 CBA. The district will allocate up to \$32,000 (59%) for tuition reimbursement per year and at minimum \$22,000 (41%) to the Professional Development Pool. Any unused funds from the tuition reimbursement pool, as of October 31st, will be reallocated into professional development. Any unencumbered funds from the professional development pool as of June 30th will be reallocated, using the above percentages, into the following school year's pools.

B. Tuition Reimbursement Criteria.

1. Classes that are relevant to a teacher's classroom assignment or anticipated future assignment will be eligible for reimbursement. This may include class work taken as part of a degree program or certified license, provided the degree being pursued is relevant to the employee's classroom teaching assignment.
2. To become eligible for reimbursement the following procedure will be followed:
 - a. An application form must be approved by the building principal before the course or class is taken.
 - b. The teacher shall provide proof of tuition payment.
 - c. The teacher shall provide proof of satisfactory completion of the class(es).
3. Rate of reimbursement will be determined as follows:
 - a. The first four (4) hour credits submitted by a teacher will be paid in full (not to exceed Western Oregon University rates); the total of such requests is not to exceed the maximum pool amount stated above.
 - b. If the pool amount is not sufficient to pay for four (4) credit hours for every teacher that makes such a request, teachers shall be reimbursed on a percentage basis.
 - c. Any remaining funds in the tuition reimbursement pool, after all teachers who have made a request have had four (4) hours reimbursed, will be equally dispersed for each additional credit hour submitted.
4. The payment period will be from September 1 to August 31 so that summer classes taken at the end of a school year will be counted in that school year's pool. Reimbursement will be made when evidence of successful completion of an approved class and receipts for tuition are submitted to the District Office for the payment period by October 1 each year.

Evidence of successful completion will be a grade slip or transcript showing a grade of an "A," "B," "C," or a "pass" if the course is a "pass" or "no pass" designation.

5. Teachers in subject matter areas where college course work that is relevant is not readily available may request "tuition" reimbursement prior to registration following the procedures and guidelines described in this Article.

6. A teacher must be continuously employed by the District and not on a non-paid leave of absence from the time when approval for the course work is requested through the time when reimbursement is made.
7. Part-time teachers who are less than .5 FTE and teachers under temporary contract will not be eligible for tuition reimbursement.
8. A year is defined in this article only as the period between September 1 and the following August 31. Payments will not be made for hours completed during the spring or summer terms if the staff member will not return to the District the ensuing school year. Newly hired teachers are eligible for reimbursement for classes taken after September 1.
9. The District shall pay tuition and books for District required classes and hours required to be taken because of deficiencies noted in evaluation. Materials purchased with District funds remain the property of the Silver Falls School District.
10. If proof of credits justifying a change in columns is not available to the teacher by September 15, but said proof is presented to the Superintendent or his/her designee no later than October 15, appropriate salary adjustments will be made with retroactive effect to the beginning of the school year.
11. Credit Equivalency. Teachers in subject areas where college course work that is relevant is not readily available, may request in advance that the Superintendent or his/her designee recognize equivalent professional development for educational movement on the salary schedule. The Superintendent's decision as to whether any such alternative is counted shall be final and is not subject to the grievance procedure.
12. A teacher who has taken a class(es) and then is laid off shall be allowed tuition reimbursement as any other employee. If the teacher is recalled to Silver Falls School District, but has already signed a contract with another school district and is unable to return to Silver Falls School District, the teacher will be able to collect the tuition reimbursement. However, if the teacher is recalled, and chooses not to return to the District even though the teacher has not signed a contract with another district, then the teacher will not be eligible for the tuition reimbursement.

C. Professional Development Criteria.

1. All Professional Development must be preapproved through an application process. The application is available on the district website.
2. Individual Professional Development requests shall not exceed \$450. If an employee has utilized all of the \$450 allocated funds for professional development, the employee will not be able to access the pool or additional professional development until March 31st of that school year in order to ensure ample time for other teachers to have an opportunity to apply for funds as

professional development opportunities are made available. If they have not, they can be eligible to access the remainder of the \$450.

Costs for substitutes are the responsibility of each building unless stated otherwise by the Director of Teaching and Learning.

D. Pool Balances

1. Notification of the balance of the tuition and professional development pool will be sent to all educators in the district during the 2nd week of December and the 2nd week of March.

21. Site Councils

- A. SFEA Employees who serve on a Site Council will be paid on an hourly rate for any time served beyond the regular contract day. Site Council members will be paid at the Supervision rate.
- B. Bargaining unit members who serve on site councils shall be selected by a direct election of their peers in that building.
- C. Any program, plan, or action resulting from a site council shall not violate the collective bargaining agreement.

22. Insurance Benefits

A. District Contribution

For the 2022-2023 school year, the District's monthly insurance contribution to active full-time employee plans will be \$1,675 effective October 1, 2022.

For the 2023-2024 school year, the District's monthly insurance contribution to active full-time employee plans will be \$1,700 effective October 1, 2023.

For the 2024-2025 school year, the District's monthly insurance contribution to active full-time employee plans will be \$1,700 effective October 1, 2024.

Full-time employees who qualify to opt-out of insurance will receive a \$400 monthly contribution to an approved benefit plan for the 2022-2023 and 2023-2024 school years. Full-time employees who qualify to opt-out of insurance will receive a \$500 monthly contribution to an approved benefit plan for the 2024-2025 school year. Part-time employees who qualify to opt-out of insurance will receive a pro-rated monthly contribution to an approved benefit plan.

- B. **Part Time Pro-ration.** The District will contribute on behalf of each part-time employee insurance premiums based on a pro-ration of the employee's full-time equivalent (FTE x full-time rate). The part-time employee will contribute the balance of the insurance premium through payroll deduction. Teachers under temporary contract for less than 135 continuous contract days will not be eligible for benefits under this article. Current part-time teachers who are receiving full insurance benefits will continue to receive full insurance benefits.
- C. Part-time, less than 0.5 FTE, employees are not eligible for health insurance coverage.
- D. **Selection of Plans/Riders.** The District and Association shall meet and mutually select an insurance carrier and insurance plan options. Once selected, the carrier(s) and plan options shall not be changed without the agreement of both parties. In the event these plans or riders are eliminated or modified by the carrier(s), a mutually agreed upon plan providing comparable benefits shall be substituted in determining the benefit increases specified.
- E. **Section 125 Plan.** All teachers may participate in an IRS Section 125 account by appropriate payroll deductions for any monthly insurance premium co-payment required of the employee. In addition, the plan will include a flexible reimbursement provision, i.e., employees may request pre-taxed payroll deductions to apply toward dependent care costs, prescription drugs and other health care expenses not covered by insurance. The plan administrator will be selected by the District.
- F. In the event the amount paid by the District for the purchase of health insurance for each eligible employee is less than the actual cost of that insurance, then each affected employee shall pay the difference through payroll deduction.

- G. The benefit program(s) identified herein shall be provided only in accordance with the underwriting rules and regulations as set forth by the carrier(s) in the policy (policies) retained by the policyholder.
- H. In spite of any statements in this Agreement to the contrary, nothing shall change the interpretations, meanings, or intent of the provisions of the insurance contracts between the Board and the insurance carriers.
- I. **Plan selection** will include at least one low cost/high deductible plan with the inclusion of an HSA (Health Savings Account) option for all bargaining unit members. The Silver Falls School District agrees to place any bargaining unit member's unspent monthly insurance benefit into the employee's HSA. For example, if the district insurance premium benefit is \$1,025 per month and the insurance plan costs \$700 per month, the district will contribute \$325 to the employee's HSA.
- J. **Domestic Eligibility** for domestic partners shall be consistent with State law and the insurance carrier or OEBC rules and regulations.

23. Employee Compensation

A. Salary Schedules

The **2022-23** traditional and PEER salary schedules are modified as shown in Addendum A resulting in the reassignment of step placements on the traditional schedule. Both schedules are effective retroactive to July 1, 2022.

The **2023-24** salary schedules will increase in the September through February paychecks by one and one-quarter percent (1.25%) COLA. An additional COLA of one and one-quarter percent (1.25%) will begin with the March paycheck.

The **2024-25** salary schedules will increase in the September through February paychecks by one and one-half percent (1.5%) COLA. An additional COLA of one and one-half percent (1.5%) will begin with the March paycheck.

The School Psychologist position will be placed on the MA+45 column at the time of hire and will receive an eighteen percent (18%) differential and will work five additional contract days per year to be mutually agreed upon during summer break.

The Speech Language Pathologist position will be placed on the MA+24 column at the time of hire and will receive a fifteen percent (15%) differential.

Special Education TOSA will receive a nine percent (9%) differential.

Autism Specialists will receive a four percent (4%) differential.

Behavior Specialists will receive a four percent (4%) differential.

B. **Experience Increments.** All licensed personnel satisfactorily completing one school year (minimum 135 days) of employment are eligible for experience increments and teachers will be entitled to progression toward contract status to the extent permitted by law.

C. **Teacher Educational Advancement.** Upon the effective date hereof and thereafter, such credit shall only be allowed for course work that is relevant to the employee's classroom assignment. This shall include all course work taken as part of a degree program or certified license provided the degree being pursued is relevant to the employee's classroom teaching assignment. Course work in methods, counseling, and other subjects that can reasonably be expected to improve the teacher's classroom performance shall be approved.

1. **Course Work Verification.** Verification for course work completed prior to September 1st of each year of the contract will be submitted to the District by September 15th to receive appropriate placement on the salary schedule. If an official transcript does not arrive from the college or university by September 15th, the timeline may be extended until October 15th. Upon that verification, the teacher shall be placed at the appropriate column and step retroactive to September 1st.

2. The Association and the District agree that all teachers currently under contract with the Silver Falls School District are appropriately placed and these placements are not subject to the grievance procedure and are not subject to further bargaining during the duration of this Agreement.

D. **Payroll.** The District shall pay staff on the twenty-fifth day of the month. If the 25th falls on a weekend or holiday, the paycheck will be issued on the Friday prior to the 25th. In November of each year, payday will be the Wednesday before Thanksgiving or the 25th, whichever is earlier.

E. **PERS Pickup.** For the life of this Agreement, the District will continue to pick up (pay) the employee contribution (up to 6%) towards PERS and Oregon Public Service Retirement Plan (OPSRP).

F. **Mileage.** If an employee is directed to use the employee’s own vehicle, the employee will be reimbursed for travel expenses at the District Approved mileage rate.

G. **Extra Pay for Extra Duty.** The Addendum B Extra Duty Salary Schedule listing stipends for extra assignments such as athletic coaching is by this reference incorporated into this Agreement. All Extra Duty Contracts will be paid at the 2021-2022 Schedule for the 2022-2023 school year. The implementation of the new Addendum B Extra Duty Salary Schedule will take place at the beginning of the 2023-2024 school year. Employees assigned responsibilities beyond a normal extension of the teaching day shall receive compensation at the following hourly rates:

	2022-23	2023-24	2024-25
Supervision	21.59	22.13	22.68
Extended Contract	28.54	29.25	30.28

Supervision activities for which a teacher may be compensated are limited to school-sponsored dances, music concerts, and athletic events where attendance is required after the normal working day by a Principal or the Superintendent. All District staff may participate in extra duty at all the schools with a Principal’s approval. The Building Principal shall schedule the activities, assign staff, and report hours worked.

H. **Extended Contract Salary.** Teachers may be employed for periods of time outside of the regular contract. This article applies to, but is not limited to, teachers developing curriculum, acting as a team leader media service or similar activities. All extended contract work must be approved in advance by the Building Principal.

- I. **Per Diem Rate - (Teacher's Individual Contracted Hourly Rate).**
 - 1. Teachers will receive their per diem rate when substituting within their workday during their prep period (see Article 12.F.2).
 - 2. Per diem rate of pay for work performed during break periods or non-contractual hours will apply when teachers are performing District initiated work related to the District's Strategic Plan. This is subject to advanced approval or notice provided by District level leadership.
 - 3. Per Article 12.B.3, Special Education Staff, Counselors, and ELD Specialists will be paid their per diem rate for time required outside of the regular contract year.
 - 4. Teachers working in district sponsored summer schools will be paid at their per diem rate.
- J. **Part-Time Teachers.** Part-time teachers required to attend District or school in-service activities and parent conferences will receive an hourly rate of pay for those hours that exceed the normal number of work hours in their workday. These hours must be approved in advance by the school Principal. The rate of pay for eight hours of work shall be 1/192nd of the employee's salary.
- K. **Extended Season.** The number of coaches designated in the following sports will receive an additional 2% of their stipend for each additional week a high school team or individual competitors qualify for the OSAA-sanctioned state playoffs.

Silverton High School

Team Sports:

- Football - Head Coach plus three Assistants
- Girls' Soccer - Head Coach plus JV Coach
- Boys' Soccer -Head Coach plus JV Coach
- Volleyball - Head Coach plus JV Coach
- Girls' Basketball - Head Coach plus one Assistant
- Boys' Basketball - Head Coach plus one Assistant
- Girls' Softball - Head Coach plus one Assistant
- Boys' Baseball - Head Coach plus one Assistant
- Girls' Golf - Head Coach only
- Boys' Golf - Head Coach only
- Dance Team – Head Coach only
- Band – Director only
- Pep Band – Director only (when required presence at play-off games)
- Choir – Director only

Individual Sports:

One to four students qualify for state - Head Coach only

Five or more students qualify for state - Head Coach plus one Assistant

Wrestling

Boy's Track

Girl's Track

Cross County

Golf

Swimming

Tennis

Speech

L. **National Board Certification.** Teachers who have earned their National Board Certification will receive a onetime bonus of \$1,000 by June 30th of the year in which they show proof of such certification.

M. **Longevity Payment.** Licensed employees who reach the years of service below with the Silver Falls School District will receive a one-time longevity stipend at the completion of the service years listed below. Time is credited for all District service regardless of position or bargaining unit affiliation. Time is credited on a cumulative basis, regardless of breaks in employment.

15 years of service = 1.5% stipend (1.5% of current placement on the salary schedule)

20 years of service = 2.0% stipend (2.0% of current placement on the salary schedule)

25 years of service = 2.5% stipend (2.5% of current placement on the salary schedule)

30 years of service = 3.0% stipend (3.0% of current placement on the salary schedule)

35 years of service = 3.5% stipend (3.5% of current placement on the salary schedule)


40 years of service = 4.0% stipend (4.0% of current placement on the salary schedule)

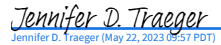
24. Status of the Agreement

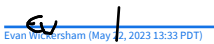
- A. **Savings Clause.** Should any Article, Clause or Provision of this Agreement be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such Article, Clause or Provision shall not invalidate the remaining portions thereof, and such remaining portions shall remain in force and effect for the duration of this Agreement. Should any Article, Clause or Provision of this Agreement be declared illegal, the parties may enter into discussion for a replacement Article, Clause or Provision upon written request by either party.
- B. **Individual Contracts.** Where the individual employee contract or District policy is in conflict with the provisions of this Agreement, the provisions of this Agreement shall govern.
- C. **Reopening, Interim Bargaining.** If the contract is reopened as a result of Article A, either party will notify the other party in writing and the parties agree bargaining will commence no later than fourteen (14) calendar days after the notice has been given to the other party. Bargaining under the provisions of this article will be conducted in accord with the “Expedited bargaining process” as defined in the public Employees’ Collective Bargaining law ORS 243.698.


25. Term of Agreement

- A. **Duration.** The duration of this Agreement shall be from July 1, 2022 until June 30, 2025. The Agreement will expire on June 30, 2025 at 12 midnight.
- B. **Expiration.** Increases in insurance and salary, including incremental steps, will not be awarded following the expiration of this Agreement until such time as a successor Agreement is ratified by the Association and School Board. Insurance and increment increases will be awarded after ratification by the Association and School Board in compliance with the successor Agreement.
- C. **Zipper Clause.** The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter covered by this Agreement. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the Board's direction and control; however, the Board recognizes its statutory obligation to notify the Association and to bargain, upon request, any unilateral change in a mandatory subject under ORS 243.698.

 May 22, 2023
Alison Stolfus (May 25, 2023 13:06 PDT)
Association President Date

 May 22, 2023
Jennifer D. Traeger (May 22, 2023 09:57 PDT)
School Board Chair Date

 May 22, 2023
Evan Watersham (May 22, 2023 13:33 PDT)
Mid-Valley Bargaining Council Date

 May 12, 2023
Superintendent Date

Addendum A

2022-2023 Licensed Salary Schedules

2022-2023 Licensed Traditional Salary Scale							2022-2023 Licensed PEER Salary Scale				
2022-2023 Former Salary Scale Step	2022-2023 New Salary Scale Step	BA	BA 30	BA60 MA	BA90 MA24	BA120 MA45 PhD	Year	Column 1	Column 2	Column 3	Column 4
2	1	\$ 46,400	\$ 48,720	\$ 51,156	\$ 53,714	\$ 56,399	1	\$ 48,691	\$ 57,963	\$ 68,738	\$ 78,761
3	2	\$ 47,792	\$ 50,547	\$ 52,691	\$ 55,325	\$ 58,091	2	\$ 50,194	\$ 59,468	\$ 69,991	\$ 80,016
4	3	\$ 49,226	\$ 52,443	\$ 54,271	\$ 56,985	\$ 59,834	3	\$ 51,698	\$ 60,970	\$ 71,245	\$ 81,268
5	4	\$ 50,703	\$ 54,409	\$ 55,900	\$ 58,695	\$ 61,629	4	\$ 53,201	\$ 62,475	\$ 72,498	\$ 82,522
6	5	\$ 52,224	\$ 56,449	\$ 57,577	\$ 60,455	\$ 63,478	5	\$ 54,705	\$ 63,977	\$ 73,750	\$ 83,774
7	6	\$ 53,790	\$ 58,143	\$ 59,304	\$ 62,269	\$ 65,382	6	\$ 56,208	\$ 65,482	\$ 75,004	\$ 85,028
8	7	\$ 55,404	\$ 59,887	\$ 61,083	\$ 64,137	\$ 67,344	7	\$ 66,984	\$ 76,257	\$ 86,280	
9	8	\$ 57,066	\$ 61,684	\$ 62,915	\$ 66,061	\$ 69,364	8	\$ 68,489	\$ 77,510	\$ 87,535	
10	9	\$ 58,778	\$ 63,534	\$ 64,803	\$ 68,043	\$ 71,445	9	\$ 69,991	\$ 78,761	\$ 88,786	
11	10	\$ 60,541	\$ 65,440	\$ 66,747	\$ 70,084	\$ 73,589	10	\$ 71,496	\$ 80,016	\$ 90,040	
12	11	\$ 62,660	\$ 67,731	\$ 69,083	\$ 72,537	\$ 76,164					
13	12	\$ 64,854	\$ 70,101	\$ 71,501	\$ 75,076	\$ 78,830					
14	13	\$ 67,448	\$ 72,905	\$ 74,361	\$ 78,079	\$ 81,983					
15	14	\$ 70,146	\$ 75,822	\$ 77,336	\$ 81,202	\$ 85,262					
16, 17, or 18	15	\$ 72,951	\$ 78,855	\$ 80,429	\$ 84,450	\$ 88,673					

2023-2024 Licensed Salary Schedules

First Half 2023-2024 Licensed Traditional Salary Scale					
Step	BA	BA 30	BA60 MA	BA90 MA24	BA120 MA45 PHD
1	\$ 46,980	\$ 49,329	\$ 51,795	\$ 54,385	\$ 57,104
2	\$ 48,389	\$ 51,179	\$ 53,349	\$ 56,017	\$ 58,818
3	\$ 49,841	\$ 53,098	\$ 54,950	\$ 57,697	\$ 60,582
4	\$ 51,336	\$ 55,089	\$ 56,598	\$ 59,428	\$ 62,400
5	\$ 52,876	\$ 57,155	\$ 58,296	\$ 61,211	\$ 64,272
6	\$ 54,463	\$ 58,870	\$ 60,045	\$ 63,047	\$ 66,200
7	\$ 56,097	\$ 60,636	\$ 61,846	\$ 64,939	\$ 68,186
8	\$ 57,779	\$ 62,455	\$ 63,702	\$ 66,887	\$ 70,231
9	\$ 59,513	\$ 64,329	\$ 65,613	\$ 68,894	\$ 72,338
10	\$ 61,298	\$ 66,258	\$ 67,581	\$ 70,960	\$ 74,508
11	\$ 63,444	\$ 68,577	\$ 69,947	\$ 73,444	\$ 77,116
12	\$ 65,664	\$ 70,978	\$ 72,395	\$ 76,015	\$ 79,815
13	\$ 68,291	\$ 73,817	\$ 75,291	\$ 79,055	\$ 83,008
14	\$ 71,022	\$ 76,769	\$ 78,302	\$ 82,217	\$ 86,328
15	\$ 73,863	\$ 79,840	\$ 81,434	\$ 85,506	\$ 89,781

First Half 2023-2024 Licensed PEER Salary Scale				
Year	Column 1	Column 2	Column 3	Column 4
1	\$ 49,300	\$ 58,688	\$ 69,597	\$ 79,746
2	\$ 50,821	\$ 60,211	\$ 70,866	\$ 81,016
3	\$ 52,344	\$ 61,732	\$ 72,136	\$ 82,284
4	\$ 53,866	\$ 63,256	\$ 73,404	\$ 83,554
5	\$ 55,389	\$ 64,777	\$ 74,672	\$ 84,821
6	\$ 56,911	\$ 66,301	\$ 75,942	\$ 86,091
7		\$ 67,821	\$ 77,210	\$ 87,359
8		\$ 69,345	\$ 78,479	\$ 88,629
9		\$ 70,866	\$ 79,746	\$ 89,896
10		\$ 72,390	\$ 81,016	\$ 91,166

Second Half 2023-2024 Licensed Traditional Salary Scale					
Step	BA	BA 30	BA60 MA	BA90 MA24	BA120 MA45 PHD
1	\$ 47,567	\$ 49,946	\$ 52,442	\$ 55,065	\$ 57,818
2	\$ 48,994	\$ 51,819	\$ 54,016	\$ 56,717	\$ 59,553
3	\$ 50,464	\$ 53,762	\$ 55,637	\$ 58,418	\$ 61,339
4	\$ 51,978	\$ 55,778	\$ 57,305	\$ 60,171	\$ 63,180
5	\$ 53,537	\$ 57,869	\$ 59,025	\$ 61,976	\$ 65,075
6	\$ 55,144	\$ 59,606	\$ 60,796	\$ 63,835	\$ 67,028
7	\$ 56,798	\$ 61,394	\$ 62,619	\$ 65,751	\$ 69,038
8	\$ 58,501	\$ 63,236	\$ 64,498	\$ 67,723	\$ 71,109
9	\$ 60,257	\$ 65,133	\$ 66,433	\$ 69,755	\$ 73,242
10	\$ 62,064	\$ 67,086	\$ 68,426	\$ 71,847	\$ 75,439
11	\$ 64,237	\$ 69,434	\$ 70,821	\$ 74,362	\$ 78,080
12	\$ 66,485	\$ 71,865	\$ 73,300	\$ 76,965	\$ 80,813
13	\$ 69,145	\$ 74,740	\$ 76,232	\$ 80,043	\$ 84,046
14	\$ 71,910	\$ 77,729	\$ 79,281	\$ 83,245	\$ 87,407
15	\$ 74,786	\$ 80,838	\$ 82,452	\$ 86,575	\$ 90,903

Second Half 2023-2024 Licensed PEER Salary Scale				
Year	Column 1	Column 2	Column 3	Column 4
1	\$ 49,916	\$ 59,422	\$ 70,467	\$ 80,743
2	\$ 51,456	\$ 60,964	\$ 71,752	\$ 82,029
3	\$ 52,998	\$ 62,504	\$ 73,038	\$ 83,313
4	\$ 54,539	\$ 64,047	\$ 74,322	\$ 84,598
5	\$ 56,081	\$ 65,587	\$ 75,605	\$ 85,881
6	\$ 57,622	\$ 67,130	\$ 76,891	\$ 87,167
7		\$ 68,669	\$ 78,175	\$ 88,451
8		\$ 70,212	\$ 79,460	\$ 89,737
9		\$ 71,752	\$ 80,743	\$ 91,020
10		\$ 73,295	\$ 82,029	\$ 92,306

2024-2025 Licensed Salary Schedules

First Half 2024-2025 Licensed Traditional Salary Scale					
Step	BA	BA 30	BA60 MA	BA90 MA24	BA120 MA45 PhD
1	\$ 48,281	\$ 50,695	\$ 53,229	\$ 55,891	\$ 58,685
2	\$ 49,729	\$ 52,596	\$ 54,826	\$ 57,568	\$ 60,446
3	\$ 51,221	\$ 54,568	\$ 56,472	\$ 59,294	\$ 62,259
4	\$ 52,758	\$ 56,615	\$ 58,165	\$ 61,074	\$ 64,128
5	\$ 54,340	\$ 58,737	\$ 59,910	\$ 62,906	\$ 66,051
6	\$ 55,971	\$ 60,500	\$ 61,708	\$ 64,793	\$ 68,033
7	\$ 57,650	\$ 62,315	\$ 63,558	\$ 66,737	\$ 70,074
8	\$ 59,379	\$ 64,185	\$ 65,465	\$ 68,739	\$ 72,176
9	\$ 61,161	\$ 66,110	\$ 67,429	\$ 70,801	\$ 74,341
10	\$ 62,995	\$ 68,092	\$ 69,452	\$ 72,925	\$ 76,571
11	\$ 65,201	\$ 70,476	\$ 71,883	\$ 75,477	\$ 79,251
12	\$ 67,482	\$ 72,943	\$ 74,400	\$ 78,119	\$ 82,025
13	\$ 70,182	\$ 75,861	\$ 77,375	\$ 81,244	\$ 85,307
14	\$ 72,989	\$ 78,895	\$ 80,470	\$ 84,494	\$ 88,718
15	\$ 75,908	\$ 82,051	\$ 83,689	\$ 87,874	\$ 92,267

First Half 2024-2025 Licensed PEER Salary Scale				
Year	Column 1	Column 2	Column 3	Column 4
1	\$ 50,665	\$ 60,313	\$ 71,524	\$ 81,954
2	\$ 52,228	\$ 61,878	\$ 72,828	\$ 83,259
3	\$ 53,793	\$ 63,442	\$ 74,134	\$ 84,563
4	\$ 55,357	\$ 65,008	\$ 75,437	\$ 85,867
5	\$ 56,922	\$ 66,571	\$ 76,739	\$ 87,169
6	\$ 58,486	\$ 68,137	\$ 78,044	\$ 88,475
7		\$ 69,699	\$ 79,348	\$ 89,778
8		\$ 71,265	\$ 80,652	\$ 91,083
9		\$ 72,828	\$ 81,954	\$ 92,385
10		\$ 74,394	\$ 83,259	\$ 93,691

Second Half 2024-2025 Licensed Traditional Salary Scale					
Step	BA	BA 30	BA60 MA	BA90 MA24	BA120 MA45 PhD
1	\$ 49,005	\$ 51,455	\$ 54,027	\$ 56,729	\$ 59,565
2	\$ 50,475	\$ 53,385	\$ 55,648	\$ 58,432	\$ 61,353
3	\$ 51,989	\$ 55,387	\$ 57,319	\$ 60,183	\$ 63,193
4	\$ 53,549	\$ 57,464	\$ 59,037	\$ 61,990	\$ 65,090
5	\$ 55,155	\$ 59,618	\$ 60,809	\$ 63,850	\$ 67,042
6	\$ 56,811	\$ 61,408	\$ 62,634	\$ 65,765	\$ 69,053
7	\$ 58,515	\$ 63,250	\$ 64,511	\$ 67,738	\$ 71,125
8	\$ 60,270	\$ 65,148	\$ 66,447	\$ 69,770	\$ 73,259
9	\$ 62,078	\$ 67,102	\$ 68,440	\$ 71,863	\$ 75,456
10	\$ 63,940	\$ 69,113	\$ 70,494	\$ 74,019	\$ 77,720
11	\$ 66,179	\$ 71,533	\$ 72,961	\$ 76,609	\$ 80,440
12	\$ 68,494	\$ 74,037	\$ 75,516	\$ 79,291	\$ 83,255
13	\$ 71,235	\$ 76,999	\$ 78,536	\$ 82,463	\$ 86,587
14	\$ 74,084	\$ 80,078	\$ 81,677	\$ 85,761	\$ 90,049
15	\$ 77,047	\$ 83,282	\$ 84,944	\$ 89,192	\$ 93,651

Second Half 2024-2025 Licensed PEER Salary Scale				
Year	Column 1	Column 2	Column 3	Column 4
1	\$ 51,425	\$ 61,218	\$ 72,597	\$ 83,183
2	\$ 53,011	\$ 62,806	\$ 73,920	\$ 84,508
3	\$ 54,600	\$ 64,394	\$ 75,246	\$ 85,831
4	\$ 56,187	\$ 65,983	\$ 76,569	\$ 87,155
5	\$ 57,776	\$ 67,570	\$ 77,890	\$ 88,477
6	\$ 59,363	\$ 69,159	\$ 79,215	\$ 89,802
7		\$ 70,744	\$ 80,538	\$ 91,125
8		\$ 72,334	\$ 81,862	\$ 92,449
9		\$ 73,920	\$ 83,183	\$ 93,771
10		\$ 75,510	\$ 84,508	\$ 95,096

Addendum B

Extra Duty Salary Schedule							
Level One		<u>Years 1-4</u>	<u>Years 5+</u>	Level Four		<u>Years 1-4</u>	<u>Years 5+</u>
	2023-2024	\$6,337	\$7,534		2023-2024	\$2,413	\$2,868
	2024-2025	\$6,483	\$7,707		2024-2025	\$2,468	\$2,934
Head Football		Head Volleyball			K-8 and SMS Coaches		Special Education Licensed Sta
Head Wrestling		Head Soccer			Elem/MS Musical Production Coordinator		K-8 Athletic Director
Head Basketball		Head Teacher			HS Auto Club - Advisor II		High School Drumline
Head Track		High School Head Drama - Advisor II			SHS Instructional Lead		High School Prom Coordinator
Head Baseball		High School FFA Advisor - Advisor II			SHS Yearbook - Advisor II		
Head Softball		Assistants @ 70%					
Level Two		<u>Years 1-4</u>	<u>Years 5+</u>	Level Five		<u>Years 1-4</u>	<u>Years 5+</u>
	2023-2024	\$5,220	\$6,205		2023-2024	\$1,493	\$2,069
	2024-2025	\$5,340	\$6,348		2024-2025	\$1,527	\$2,117
High School Vocal Music		Head Cross Country			Middle School Band		attle of The Books Coordinat
High School Speech		Head Tennis			Middle School Choir		High School NHS
High School Instrumental Music		Head Swimming			High School Department Chairs*		Middle School Leadership
High School Dance		Assistants @ 70%			High School Clubs - Advisor I		Middle School Yearbook
High School Extra Curricular Band					Middle School Clubs - Advisor I		High School Media Coordinato
					High School Link Crew		
Level Three		<u>Years 1-4</u>	<u>Years 5+</u>	Level Six		<u>Years 1-4</u>	<u>Years 5+</u>
	2023-2024	\$4,350	\$5,172		2023-2024	\$124	\$147
	2024-2025	\$4,450	\$5,291		2024-2025	\$127	\$150
High School ASB - Advisor II		Head Golf (2 Positions)			K-8 Choir/Drama/Band Specialist (per evening performance)		Outdoor School Overnight Stinend
High School FBLA Director - Advisor II		High School Cheerleading					
Robotics (11 Week equivalent)		Instructional Coach					

SFEA Licensed Bargaining Agreement 2022-25

Final Audit Report

2023-05-22

Created:	2023-05-09
By:	Derek McElfresh (derek.mcelfresh@gmail.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAYpfQcZ-nyfZisUzXnqxDPcaJGNGnQHFR


"SFEA Licensed Bargaining Agreement 2022-25" History

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