Salem District 24J and Salem Education Association (1985)
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Keywords
collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

Comments
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COLLECTIVE BARGAINING AGREEMENT
1985-87
BETWEEN
THE SALEM EDUCATION ASSOCIATION
and the
SALEM-KEIZER SCHOOL DISTRICT 24J

School District 24J complies with provisions of the Fair Employment Practices Act and/or Title IX Regulations in employment and educational programs and activities.
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PREAMBLE

This Agreement is entered into this __________________________ between
the District School Board on behalf of the Salem District 24J, herein referred
to as the "Board" or "District," and the Salem Education Association, herein
referred to as the "Association."
ARTICLE I  ASSOCIATION REPRESENTATION AND RIGHTS

A. Recognition and Status of Agreement

1. The Board recognizes the Association as the exclusive bargaining representative of the following:
   a. All certificated teachers, activity advisors, counselors, media specialists, and secondary career education coordinators under contract to the District, herein referred to as "teachers."
   b. All regular student resource specialists, physical and occupational therapists, and hourly tutors employed by the District, herein referred to as "employees." Excluded from this subsection are day-to-day substitute student resource specialists and day-to-day substitute physical and occupational therapists.
   c. References in other provisions of this agreement to the term "employees" are intended to apply to all groups of employees within the bargaining unit, including teachers. However, references to the term "teachers" are intended to apply only to those employees listed in paragraph a of this section.

   Questions of unit determination and/or clarification shall be resolved through the negotiations. If the parties are unable to reach agreement, such disputes shall be referred to the Employment Relations Board.

2. The intent of this Agreement is to set forth and record herein the basic and full agreement between the parties on those matters pertaining to employment relations, which includes, but is not limited to, matters concerning direct and indirect monetary benefits, hours, vacation, sick leave, grievance procedures, and other conditions of employment.

3. There shall be signed copies of the final Agreement for the purpose of records. One shall be retained by the District and one shall be retained by the Association.

B. Association Leave

1. The Association shall be allowed up to thirty-five (35) days of leave without pay per year for members of the bargaining unit to carry out the statutory duties of the Association as exclusive representative in collective bargaining, contract administration, grievance processing during the life of the contract, and related activities bearing a direct relationship to labor-management relationships between the Association and the District. Such leave shall be granted upon request of the Association President.

2. Upon request by the Association prior to June 1, the District will grant the Association President a leave of absence without pay for the following school year. Such leave guarantees return to the same position or to a comparable position. Previously accrued benefits shall be retained, but no benefits shall be earned during the leave period. This unpaid leave shall be for the President to carry out the statutory duties of the Association.
as exclusive representative in collective bargaining, contract administration, grievance processing during the life of the contract, and related activities bearing a direct relationship to labor-management relationships between the Association and the District. Such leave shall be granted upon request of the Association President prior to June 1 of the year preceding the school year in which the leave is to be taken.

C. Fair Share Agreement

1. To assure that employees covered by this Agreement are adequately represented by the bargaining agent, the District shall deduct an amount each month from the pay of each employee who is not a member of the Association as a Fair Share fee. The Fair Share amount shall be the annual dues charged by the official bargaining agent and its affiliates. It is the intent of the parties that this clause be administered so as to comply with applicable statutes.

2. An employee who has not requested payroll deduction of Association dues under this Agreement and who has not certified to the District that he/she has paid dues directly to the Association shall be subject to the provisions of this ARTICLE. Such request for payroll deduction or certification of direct payment of dues shall be made by the fifteenth day of the month prior to the month in which the deduction is to be made.

3. 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 provision of this article.

D. Association Activities

1. Interschool mail facilities may be used for distribution of non-libelous Association communications so long as such communications are labeled as Association materials. Materials other than those originating from the Association office shall contain the name of the authorizing Association official. This provision regarding the use of interschool mail facilities shall become operative upon removal of objection by the U.S. Postal Service or upon a favorable decision by a tribunal with authority to render such a decision, whichever comes first.

2. School facilities may be used for Association meetings at reasonable times during nonduty hours provided that such meetings shall not interfere with the normal school operations.

3. The Association may be required to reimburse the District for any reasonable and significant costs incurred by the District as a result of D, 1 and D, 2 of this Article. Additionally, the Association agrees to hold the District harmless from any damage awards or litigation expenses which might result from implementing sections D, 1 and D, 2 of this Article.

4. Appropriate Association representatives shall be allowed release time without loss of compensation when required by the District to meet with District personnel on matters relating to grievances that have been filed or scheduled negotiations.
5. Association Meetings: Association Representative Assembly Meetings shall be placed on the District calendar. The District shall not schedule any "required attendance" meetings for assembly representatives at a time that would conflict with the nine Association Representative Assembly Meetings to be held during each year of this contract. If an Association faculty representative to the assembly is working hours that would extend beyond 4:00 p.m. on the date of a scheduled Representative Assembly Meeting, the representative shall be given "release time" beginning one-half hour following the end of the student classroom day so that the teacher can attend the Representative Assembly Meeting.

6. Upon request, the District agrees to furnish the Association with readily available public information for utilization as the exclusive collective bargaining representative. The Association agrees to reimburse the District for actual costs incurred in development and delivery of such information, when it is not readily available.
ARTICLE II   DISTRICT FUNCTIONS

1. It is recognized that the Board has and will continue to retain the rights and responsibilities to operate and manage the school system and its programs, facilities, properties, and activities of its employees, EXCEPT AS LIMITED BY THIS AGREEMENT AND APPLICABLE STATE LAW.

2. Without limiting the generality of the foregoing (paragraph 1), it is expressly recognized that the Board's operational and managerial responsibility includes:

The right to determine location of the schools and other facilities of the school system.

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

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

The maintenance control and use of the school system properties and facilities.

The determination of safety, health, and property protection where legal responsibility of the Board or other governmental unit is involved.

The right to enforce policies, rules and regulations now in effect, and to establish new policies, rules, and regulations from time to time not in conflict with this Agreement.

The direction and arrangement of all the working forces in the system, including the right to hire, suspend, discharge, or discipline employees.

The creation, combination, modification, or elimination of any teaching position.

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

The APPROVAL AND AUTHORIZATION of the processes, techniques, methods, and means of teaching, and the subjects to be taught.

The right to schedule classes and assign work loads and to APPROVE AND AUTHORIZE textbooks, teaching aides, and materials.

Nothing in the Agreement shall limit in any way the District's contracting or subcontracting of work or shall require the District to continue in existence any of its present programs in its present form and/or location, or on any other basis.
ARTICLE III  GRIEVANCE PROCEDURE AND JUST CAUSE

A. Grievance Procedure

1. Definitions:

Grievance: A claim by an employee or the Association based on the interpretation or application of this Agreement.

Aggrieved: The employee, group of employees, or the Association that alleges a violation of this agreement.

Days: Working school days. Weekend or vacation days are thus excluded.

Immediate Supervisor: The individual who has the administrative authority to resolve the grievance.

Employee: Any member of the bargaining unit.

2. General Provisions Related to Grievance Procedures:

a. Whenever possible, grievances will not be heard during the working hours of the aggrieved. However, should investigation or processing of any grievance require that an employee be released from his/her regular assignment, the employee shall be excused without loss of pay or benefits.

b. The Board acknowledges the right of the aggrieved to have the Association grievance representative and/or legal counsel present in the processing of a grievance at all levels, and no employee may be required to discuss any grievance without such representation and/or counsel.

c. All documents, communications, and records dealing with the processing of a grievance shall be filed in the grievance file, which shall be maintained apart from the personnel file, along with any statement the employee may wish to make.

d. Nothing contained in this grievance procedure shall prevent any individual from initiating a grievance against the District even though the Association may not support him/her. The number of days indicated at each step shall be considered as maximum. Time limits may be extended by mutual consent of both parties. The parties shall make every reasonable effort to expedite the processing of grievances filed near the end of the school year.

e. Procedures may terminate at any level if the complainant so indicates in writing or fails to pursue his/her complaint within the specified time limit. Such termination shall be without prejudice and shall not establish precedent for future grievances.

f. The Association may be present at all levels of the grievance procedure.
g. When a grievance is filed that similarly affects an identifiable group of employees, the Association shall have the right to process the grievance on behalf of such employees. The grievance shall be sufficiently specific to allow the District to respond without need for research on each employee allegedly harmed. In processing the grievance, the Association shall follow all contractual procedures, including the informal discussion.

h. In accordance with the Association's responsibilities to provide fair representation for all employees, at the Association's request the District will provide to the Association information needed to process each grievance, providing the Association will pay the cost of preparing materials not readily available.

3. Levels of Grievance Procedures:

Informal Discussion: Within thirty (30) days of the time the aggrieved first had knowledge or reasonably should have had knowledge of the action upon which the grievance is filed, he/she will discuss the grievance with the immediate supervisor, with the objective of resolving the matter informally.

a. Level One: If the aggrieved is not satisfied with the disposition of his/her grievance, he/she may file a written grievance with his/her immediate supervisor. If the written grievance is not filed within thirty-five (35) days after the act or condition on which the grievance is based becomes known to the aggrieved, the grievance shall be considered as waived. This written grievance shall set forth the specific grounds upon which the complaint is based, the contract clauses involved, and the remedy requested. The immediate supervisor shall communicate his/her decision in writing within five (5) days to the aggrieved.

b. Level Two: If the aggrieved is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within ten (10) days, after the grievance was delivered to the Supervisor, the aggrieved may, within ten (10) days, request in writing that the Association submit the grievance to arbitration. A copy of each request shall be delivered to the District. If the Association so determines, it may submit the grievance to arbitration within fifteen (15) days after receipt of a request by the aggrieved.

Within ten (10) days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association.

The arbitrator so elected shall confer with the representatives of the Board and the Association, and hold hearings promptly and shall issue a decision. The arbitrator's decision shall be in writing and shall set
forth findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall have the power only to interpret this Agreement and determine if it has been violated. The decision of the arbitrator shall be submitted to the Board and the Association, and shall be final and binding on both parties.

4. General provisions related to Arbitration:

a. The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred, including the cost of witnesses, shall be paid by the party incurring the expenses.

b. No issue whatsoever shall be arbitrated or subject to arbitration unless such issue results from an action or occurrence which takes place following the execution date of this Agreement, and no arbitration determination or award shall be made by the arbitrator which grants any right or relief for any period of time whatsoever prior to the execution date of this Agreement.

c. The arbitrator shall not have the authority to reinstate an employee who has been dismissed or whose contract has not been renewed.

B. Just Cause

1. The Association has recognized in another section of this contract the right of the Board to establish and enforce rules and regulations, not in conflict with this Agreement and to discipline professional employees for violation of these rules and regulations. However, no employee will be disciplined without just cause and unless the generally accepted rights of due process are protected. Employees accused of violating rules and regulations calling for disciplinary action shall have written notice of the charges.

2. Section B, Just Cause, does not apply to the dismissal of a permanent or probationary teacher or the nonrenewal of a probationary teacher's contract (such matters are excluded because they are governed by the Fair Dismissal Law), nor does it apply to assignment to or retention in Differential or Teacher Leader assignments.

3. Section B, Just Cause does not apply to the dismissal or nonrenewal of tutors.

4. The dismissal or termination of student resource specialists and therapists shall be governed by the following provisions:

a. Student resource specialists and therapists who have not completed three (3) years continuous employment with the District. The student resource specialist or therapist shall be given a written copy of the reasons for dismissal, and upon written request within fifteen calendar days, shall be provided a hearing pursuant to the provisions of ORS 342.663. Upon request of the employee, Association representatives
shall be allowed to attend the hearing. The decision of the School Board shall be final.

b. Student resource specialists and therapists who have completed three (3) years continuous employment with the District. Dismissal or termination shall be for cause. Provisions of this subsection shall be subject to arbitration.
### IV. Rates of Pay
#### A. Professional Compensation

1. Salary Schedule for Certificated Staff, Effective July 1, 1985

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**HB = Highest Beginning Allowance (**)**

*# = Refers to term or quarter hours

Each salary represents a year of experience credit; i.e., Step 0 = no experience credit; Step 6 = six years of experience credit, etc. Experience means that previous teaching experience that a teacher is allowed upon entering the District, plus experience within the District.

This salary schedule is for a 190-day work year.

District will pick up employee contribution to Public Employees Retirement System.
### Salem-Keizer School District 24J, Marion County, Oregon

**IV. Rates of Pay**  
A. Professional Compensation  
2. Salary Schedule for Certificated Staff, Effective January 1, 1986

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**HB = Highest Beginning Allowance (**)  
# = Refers to term or quarter hours**

Each salary represents a year of experience credit; i.e., Step 0 = no experience credit; Step 6 = six years of experience credit, etc. Experience means that previous teaching experience that a teacher is allowed upon entering the District, plus experience within the District.

This salary schedule is for a 190-day work year.

District will pick up employee contribution to Public Employees Retirement System.
3. Effective July 1, 1986, the January 1, 1986 schedule will be increased by
the percentage change in the Portland Area Consumer Price Index, All Urban
Consumers (CPI-U), for the 12 month period September 1984 to October 1985,
with a minimum adjustment on the base of 4 percent and a maximum adjustment
of 7 percent.

4. Student resource specialists and therapists will be allowed placement on
column 102 (BA), column 103 (BA + 24), column 104 (BA + 45), column 105
(BA + 69), or column 106 (MA) of the salary schedule. A student resource
specialist or therapist who has been prevented from moving beyond
experience step 8 and/or beyond column 104 (BA + 45) and is eligible to do
so will be allowed to move to higher experience steps and/or training
levels, whichever is appropriate given the specialist or therapist's
training and/or experience level. Such an employee, however, will not be
allowed to move more than a maximum of two experience steps and one
training level per year.

5. Compensation of Tutors

A tutor shall be compensated at the hourly per diem rate as determined by
training and experience except that a tutor who has accumulated 720 hours
of tutor employment shall receive one year of experience credit in the
calculation of his/her hourly rate. In order to be so counted, such 720
hours of employment must have accumulated within a five-year period. Such
experience will not be counted for an individual who is subsequently
employed as a teacher, specialist, or therapist.
ARTICLE IV  B. Administration of Differential Schedule

1. The Differential Schedule will provide compensation for employees assigned to continuing tasks which involve the supervision of students and which occur outside the normal teacher day.

2. A range will be provided for each activity unless otherwise indicated. Each step in the range will be expressed as a percentage of each step in the Bachelor's degree column, except that in 1985-86, each step in the range will be expressed as a percentage of each step in the Bachelor's degree column of the weighted average teacher salary schedule.

3. An employee will not necessarily be at the same step of the differential schedule that he/she is on the teacher schedule.

4. Movement from one step to the next until the highest step is reached would be automatic. An employee on the schedule whose performance is less than satisfactory would be relieved of his/her differential assignment.

5. The following considerations will govern the placement of an employee newly appointed to differential assignments on the schedule:

   a. Each sport or activity will be considered as unique. (Example: an individual appointed as a basketball coach who has coached football for several years, but has never coached basketball, will be considered as an inexperienced basketball coach.)

   b. An individual moving from an assistant coach position in one sport to a head coach position in the same sport, or from middle school in one sport to senior high in the same sport, will be placed in the new differential range using a ratio of every two (2) years of experience equaling one (1) year of experience at the varsity level.

   c. Prior experience will be evaluated to determine placement on the differential schedule. Full credit will be given for comparable coaching experience in other districts.

6. Middle school intramurals will be compensated as follows:

<table>
<thead>
<tr>
<th>Level</th>
<th>Maximum Intramural Activity Hours</th>
<th>Percent of the Beginning Teacher No Experience Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>15</td>
<td>1.5</td>
</tr>
<tr>
<td>B</td>
<td>20</td>
<td>2</td>
</tr>
<tr>
<td>C</td>
<td>25</td>
<td>2.3</td>
</tr>
<tr>
<td>D</td>
<td>30</td>
<td>2.6</td>
</tr>
</tbody>
</table>

In 1985-86, the figures which will serve as a basis for calculation of these differentials will be BA, 0 Experience salary of the weighted average teacher salary schedule.

7. Except for the Compensation schedules, the Collective Bargaining Agreement shall not apply to extra-duty assignments: Extra-duty assignments shall be considered supplementary to a teacher's basic contract and compensation or
to other employees' compensation. The District shall have no obligation to continue such assignments, compensation, or activities beyond the term of the extra-duty contract or assignment. However, it is understood that the District retains the right to assign extra-duty as it deems necessary.

8. In the event a coach does not complete the coaching season, he/she shall receive no compensation for that part of the season not actually worked. Any monies paid to him/her for such nonwork time shall be repaid on a per diem pro-rata basis. However, in any event unless the teacher has resigned the position, the teacher shall be compensated no less than the sum of $150.

9. When two (2) or more positions are consolidated, pay shall be seventy-five percent (75%) of the total pay of the positions consolidated. Example: an individual who coaches both the boys' and girls' senior high gymnastics will be compensated at the differential factor of 16.0 (2 x 10.5 = 21; 75% of 21 = 16).

10. If the District reinstates any middle school athletic position which involves the same duties and responsibilities of a position which was eliminated effective with the 1982-83 school year, it will pay the differential provided in this contract.
### Differential Schedule for Employees, 1985-86 for Activities Involving Supervision of Students Beyond the Regular Employee Day

**School District 24J**  
**Marion County**  
**Salem, Oregon**

<table>
<thead>
<tr>
<th>Activity</th>
<th>Club Advisor:</th>
<th>Middle School:</th>
<th>Senior High:</th>
<th>Middle School:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>If teacher spends 25 hours or more outside of</td>
<td>Band</td>
<td>Orchestra</td>
<td>Assistant Track</td>
</tr>
<tr>
<td></td>
<td>regular school hours, and compensation is not</td>
<td>Choir</td>
<td>(If responsible for a high school</td>
<td>Assistant Football</td>
</tr>
<tr>
<td></td>
<td>otherwise provided.</td>
<td>Drama</td>
<td>musical, a 1.5 differential is added.)</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Orchestra</td>
<td>Club Advisors:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Elementary music teachers producing four</td>
<td>Future Business Leaders of America</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>annual concerts plus spring festival</td>
<td>Future Farmers of America</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Vocational Industrial Club of America</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Distributive Education Club of America</td>
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<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Middle School:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Assistant Swimming</td>
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</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Assistant Wrestling</td>
<td></td>
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<th>4.0</th>
<th>5.0</th>
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<td>753</td>
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<td>888</td>
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11. Differential Schedule for Employees, 1985-86 for Activities Involving Supervision of Students Beyond the Regular Employee Day

<table>
<thead>
<tr>
<th>Activity</th>
<th>Middle School:</th>
<th>Middle School:</th>
<th>Senior High:</th>
<th>Senior High:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Swimming</td>
<td>Baseball</td>
<td>Asst. Volleyball</td>
<td>Asst. Football</td>
</tr>
<tr>
<td></td>
<td>Wrestling</td>
<td>Track</td>
<td>Asst. Baseball</td>
<td>Asst. Basketball</td>
</tr>
<tr>
<td></td>
<td>Volleyball</td>
<td>Basketball</td>
<td>Asst. Wrestling</td>
<td>Speech</td>
</tr>
<tr>
<td></td>
<td>Intramural</td>
<td>Football</td>
<td>Asst. Softball</td>
<td>Vocal Music</td>
</tr>
<tr>
<td></td>
<td>Coordinator</td>
<td>Softball</td>
<td>Asst. Track</td>
<td>(If responsible for a high school</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Asst. Gymnastics</td>
<td>musical, a 1.5 differential is added.)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Head Golf</td>
<td>Band</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>(Boys-Girls)</td>
<td>(If responsible for a high school</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Head Swimming</td>
<td>musical, a 1.5 differential is added.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>(Boys-Girls)</td>
<td>If band participates in five or more</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Head Tennis</td>
<td>adjudicated performances, one of which</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>(Boys-Girls)</td>
<td>must be a parade, a 5.0 differential</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Asst. Cross Country</td>
<td>is added.)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Differential Factor</th>
<th>6.0</th>
<th>7.0</th>
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<th>9.0</th>
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</tr>
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<td>1937</td>
</tr>
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<td>1554</td>
<td>1776</td>
<td>1998</td>
</tr>
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<td>1601</td>
<td>1830</td>
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</tr>
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<td>1931</td>
<td>2206</td>
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</table>
## 11. Differential Schedule for Employees, 1985-86 for Activities Involving Supervision of Students Beyond the Regular Employee Day

<table>
<thead>
<tr>
<th>Activity</th>
<th>Senior High:</th>
<th>Senior High:</th>
<th>Senior High:</th>
<th>Senior High:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Head Cross Country</td>
<td>Head Gymnastics (Boys-Girls)</td>
<td>Drama Director (If responsible for a high school musical, a 1.5 differential is added.)</td>
<td>Head Baseball Head Wrestling Head Softball Head Track Rally Head Basketball (Boys-Girls) Head Football</td>
</tr>
<tr>
<td></td>
<td>Senior High:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Head Volleyball</td>
<td>Head Soccer (Boys-Girls)</td>
<td></td>
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<td>2731</td>
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<td>2190</td>
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<td>2896</td>
<td>3172</td>
<td>3309</td>
<td>3861</td>
</tr>
</tbody>
</table>
C. Pay Column Change

1. An employee who completes course work which qualified him/her for a change from one training level to another during the year, shall submit evidence of satisfactory completion to the District. The employee's salary shall be adjusted accordingly, effective on the first day of the month following receipt of the evidence by the District.

D. Teacher Leader Differentials

1. Teacher Leader differentials provide compensation for certificated teachers assigned on an annual basis to provide professional leadership services rendered both within and outside the regular teaching day.

2. Teacher Leader positions are compensated as follows:

<table>
<thead>
<tr>
<th>Position</th>
<th>Percent of Salary of MA + 0, 4 Years Experience Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Middle School Activity Advisor</td>
<td>1.5</td>
</tr>
<tr>
<td>Teacher, Media Specialist, Lead, High School</td>
<td>3.1</td>
</tr>
<tr>
<td>Middle School Coop Team Leader</td>
<td>3.8</td>
</tr>
<tr>
<td>Elementary Team Leader</td>
<td>6.1</td>
</tr>
<tr>
<td>Middle School Team Leader</td>
<td>6.1</td>
</tr>
<tr>
<td>Program Assistant</td>
<td>6.1</td>
</tr>
<tr>
<td>Elementary Head Teacher</td>
<td>6.1</td>
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<tr>
<td>High School Department Coordinator</td>
<td>9.1</td>
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<tr>
<td>High School Activity Advisor</td>
<td>9.1</td>
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<tr>
<td>Program Associate</td>
<td>9.1</td>
</tr>
<tr>
<td>Coordinator, Alternative Programs, Driver Education, and Attendance</td>
<td>11.4</td>
</tr>
</tbody>
</table>

In 1985-86 the figure which will serve as a basis for calculation of these differentials will be MA + 0, 4 years experience salary of the weighted average teacher salary schedule.

E. Extended Work Day/Year

1. An employee who works beyond the contract year shall be paid at the per diem rate of 1/190 of his/her annual salary.

2. An employee who is employed in a professional capacity beyond the regular workday shall be paid at the employee's per diem hourly rate. Upon employee request and with approval of the employee's supervisor, in lieu of pay, the District will allow compensatory time off. Situations which formerly qualified for compensatory time--such as open house, orientation, back-to-school night, field trip, in-school parent conference--shall also be subject to the provisions of this section. The provisions of this
section shall not apply to one (1) open house or equivalent per school year. In agreeing to this subsection, the parties in the case of specialists and therapists specifically waive the provisions of ORS 279.340.

3. The employee's per diem hourly rate shall be paid for work on weekends.

4. An employee who is employed as a behind-the-wheel driver education teacher or as a classroom driver education teacher shall be paid at his/her per diem hourly rate.

5. A new employee required by the District to work beyond the teacher contract year shall be compensated at the per diem rate of 1/190 of his/her annual salary.

6. A part-time teacher who occupies a portion of a full-time equivalency will be compensated at his/her per diem hourly rate when he/she is employed as a substitute for the other portion of the same full time equivalency.

F. Retirement Incentive

An employee who meets the eligibility criteria for receipt of the Public Employes Retirement System retirement benefits and who is between the ages of fifty-five (55) and the age at which he/she becomes qualified for early retirement social security benefits who elects to take early retirement shall be paid early retirement benefits until the month in which the employee reaches the age at which he/she qualifies for social security early retirement benefits subject to the following conditions:

1. Such employee will have given the District a minimum of sixty days' notice of early retirement.

2. In order to be eligible for the benefit an employee must have been regularly employed for ten (10) years in the District, the last three years of which must have been consecutive.

3. In order to be eligible for the benefit an employee who has not reached the age of fifty-eight (58) must have thirty (30) years of accredited service in the Public Employes Retirement System (PERS).

4. No payment will be made for any month in which the employee is regularly employed by the District.

5. The 1985-86 monthly early retirement benefit is $440.

6. The early retirement benefit for retirees retiring in the 1986-87 year shall be computed by multiplying the 1985-86 benefits by the 1986-87 salary schedule, BA base, step 0 percentage increase.

7. An employee who completes the prior school year shall be eligible for the benefit which becomes effective on the following July 1 (i.e., an employee who completes the 1984-85 school year shall be eligible for $440 per month).
8. An employee may at his/her own expense purchase medical insurance at the District group rate.

9. A tutor is excluded from coverage under Article IV, F.

G. Other Differentials

Hearing clinicians, speech clinicians, teachers of the mentally retarded, teachers of talented and gifted, counselors, media specialists, reading resource/learning disability teachers, teachers of the visually handicapped, teachers of the emotionally handicapped, tutorial services teachers, resource teachers of the mildly handicapped, and attendance counselors who have been continuously employed by the District in such a position as of June 7, 1985, and who are receiving differential payment for such assignment on June 7, 1985, will continue to receive such differential payment as long as otherwise eligible. An employee who is newly hired or transferred into such positions on or after June 8, 1985, shall not be eligible to receive the differential payment provided under this provision.
ARTICLE V  PAY POLICIES

A. Check Mailing Option

1. By written notification to the District, an employee may opt to have their checks mailed to a bank of his/her choice for deposit. The employee will assume all responsibility for control of the paycheck after it is mailed by the District to the designated bank.

B. End of Year Pay

1. Each employee shall be paid on the basis of twelve (12) equal payments. Annually, however, no later than August 1, a returning employee shall be permitted to elect payment on the basis of ten (10) equal payments, September through June. Other employees shall be permitted to elect such payment at the time they are offered employment. An election may be made not more than once each year by written notice to the District not later than August 1. Once a timely election is made it will be effective on the next succeeding September payday and will remain in effect from year to year thereafter. An employee whose first day of employment is after September 15, will receive his or her last paycheck on the regular June payday. The provisions of this section apply only to an employee who is employed for 200 days or less.

2. On written request not later than May 1, an employee who is being paid on a 12 month basis and returning to the District shall be paid on the last working day of the school term the salary amounts due him/her in June and July. The salary amount due him/her in August will be paid on the last working day of June (i.e., June 29).

3. On written request not later than May 15, an employee who is being paid on a 12 month basis and not returning to the District shall be paid on the last working day of the school term the salary amounts due him/her in June and July. The salary amount due him/her in August will be paid on the last working day of June (i.e., June 29).

C. Dues and Payroll Deductions

1. An employee who is a member of the Association or who has applied for membership may sign and deliver personally or through the Association to the District an assignment authorizing deductions of membership dues in the United Teaching Profession (SEA-OEA-NEA). Pursuant to such authorization, the District shall deduct monthly dues from the regular salary checks of employees each month that deductions are authorized. Authorizations must be delivered to the District by the tenth of the month prior to the effective payroll date upon which the deduction is to be made. Such authorization shall continue in effect during the term of subsequent contracts unless revoked in writing.

2. A list of employees on Association dues deduction shall be sent to the Association, together with the remittance due to the United Teaching Profession within ten (10) days after the monthly salary payment has been received by the employees of the District.
3. Upon appropriate written request from the employee, the District shall deduct from the salary of any employee and make appropriate remittance for the following approved deductions:

- Savings Bonds
- United Way
- Board Approved Insurance Programs
- Marion-Polk Credit Union
- Tax Sheltered Annuity

4. At the beginning of the school year the District shall provide the Association with a list of employees employed by the District no later than October 15. The Association will be advised of new hires and terminations which become effective during the school year. Such notice will be provided within forty-five (45) days following the effective date of such changes.

5. 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 this article.

6. The District, at employee's request, will correct any District payroll error within five (5) working days of the employee's request.

D. Tutors

1. The pay period of a tutor is from the sixteenth of one month through the fifteenth of the following month.
ARTICLE VI EXPENSES

A. Travel Expense

1. An employee shall receive travel expenses at the non-taxable mileage rate allowable under IRS rules when required by the District to use his/her automobile on District business. The rate shall be determined annually as of July 1.

2. When an employee is required by the District to be out of town overnight on District business, he or she shall be allowed per diem twenty dollars ($20) per day for meals with the exception of banquets, and reasonable expenses for lodging.

B. Pupil Transportation

An employee transporting students, with the advance approval of principal or immediate supervisor, shall be compensated at the non-taxable mileage rate allowable under IRS rules for use of his/her own automobile while on school business. The rate shall be determined annually as of July 1.

C. Tuition Reimbursement

1. The District shall provide tuition reimbursement using hourly rates charged at Western Oregon State College and not exceeding eight hours per employee each year for courses it requires employees in the District to complete. Prior written approval must be obtained from the District before registering for such courses, and reimbursement will conform to procedures established by the Superintendent or his designee.

2. Employees shall be permitted to request reimbursement for college courses or inservice training that is not otherwise required by the District, if such courses or training conforms to District guidelines. If an employee requests reimbursement, the District will consider the employee request for available reimbursement funds in accordance with Article VI, C, 1. The District will publish and make available guidelines and procedures for disbursing reimbursement funds.

3. Article VI, C, does not obligate the District to reimburse tuition for courses not required by the District.

D. Instructional Improvement Day

1. The District shall continue to pay mileage rates for Instructional Improvement Day sessions. Rates shall be those currently in effect at the execution of this Agreement. Agreement to this provision does not imply District commitment to participation in future Instructional Improvement Days.
ARTICLE VII  INSURANCE AND FRINGE BENEFITS

A. Insurance

1. The District will pay the full costs of maintaining the following Oregon Education Association insurance plans, or a plan with an equivalent overall benefit level, for all employees in the bargaining unit and their eligible dependents:
   a. Family Hospital Medical Plan (Indemnity). If the teacher elects HMO coverage, the District shall make an equivalent contribution to the HMO insurance carrier.
   b. Family Dental Care Plan.
   c. Family Vision Care Plan.
   d. Employee Life Insurance.
   e. Employee Long-Term Disability Insurance.

   The District's financial obligation shall be limited to paying such sums as are necessary to maintain the level of benefits in existence on the date of execution of this Agreement with the following exceptions, effective October 1, 1985:
   a. Vision care benefits will be provided at 80% of the usual and customary fee subject to existing frequency schedules and any limitations or exclusion already in effect.
   b. A term life insurance plan will be provided at $25,000 per employee. All existing spouse, dependent, and AD & D schedule amounts will remain the same. The aforementioned will be subject to any existing limitations and exclusions.

2. The District shall contribute a portion of the insurance premium for employees who are scheduled to work less than full-time. The District's contribution shall be prorated based on the ratio of the employee's scheduled workweek to the normal full-time workweek. Provided, however, that with regard to employees who are scheduled to work twenty hours per week or less, the District need not make a contribution, unless the carrier certifies that the employee shall receive a prorata benefit in return for the prorata contribution.

3. A tutor is excluded from coverage under this article.

B. Public Employees Retirement System Pickup

The District shall not withhold from employee's monthly salaries the contributions required by O.R.S. 237.071; and shall continue to "pick up," assume, and pay a six percent (6%) average employee contribution to the Public Employees Retirement Fund for the employee members then participating in the Public Employees Retirement System. Such "pick-up" or payment of employee member monthly contributions to the system shall continue until the termination of this agreement. Should the statutory established pick-up rate fall below six percent (6%), the BA, Step 0, salary schedule figure shall be increased by one and one-half percent (1.5%) for each one percent the pick-up rate is lowered.
The full amount of required employee contributions "picked up" or paid by the District on behalf of the employees pursuant to this agreement shall be considered as "salary" within the meaning of O.R.S. 237.003 (8) for the purpose of computing an employee member's "final average salary" within the meaning of O.R.S. 237.003 (12) but shall not be considered as "salary" for the purposes of determining the amount of employee contributions required to be contributed pursuant to O.R.S. 237.071. Such "picked-up" or paid employee contributions shall be credited to employee accounts pursuant to O.R.S. 237.071 (2) and shall be considered to be employee contributions for the purpose of O.R.S. 237.001 to 237.320.
ARTICLE VIII LEAVES

A. Leaves with Pay

1. Sick Leave

a. In accordance with provisions of ORS 342.596, an annual ten (10) days of sick leave with pay shall be allowed each employee who is employed for a full school year, and sick leave not used shall be cumulative without limit, and may be used at a future time subject to the following conditions:

(1) An employee who serves for a fraction of the school year or school day shall receive benefits on a prorata basis.

(2) Certification of one or more physicians that an illness or injury prevents an employee from carrying on his/her duties will not usually be required unless the employee is absent in excess of ten (10) consecutive contract days. The District may require such certification as a condition of allowance of sick leave at any time if it appears that an employee may be abusing sick leave privileges, or when an employee is absent in excess of ten consecutive contract days.

(3) An employee who is assigned for a school year but is unable to assume assigned duties at the start of that year shall be allowed sick leave up to, but not to exceed the maximum accumulated prior to the start of that year, to be paid the same as though the sickness or injury had been incurred after a return to duty for the school year.

(4) If medical evidence indicates the employee could return to duty, and fails to do so upon written request, employment may be terminated by the School Board, as recommended by the Superintendent.

(5) An employee shall not consider sick leave as a right which allows absence at any time for other than disability resulting from illness or injury, and sick leave shall not be considered available as terminal leave, either in time or in dollars.

(6) At the time of original employment or subsequent reemployment by the District, an employee who was previously employed in an Oregon school district shall be credited with unused sick leave accumulated in and reported by such prior district or districts; provided, however, that:

(a) In the calculation no single sick leave day will be counted more than once.

(b) Such sick leave will not be credited to the employee's account until the employee has completed thirty (30) working days with the District.
(7) Sick leave will not be earned during a period when an employee is absent from employment on leave without pay.

b. An employee on sick leave shall not engage in other form of employment during the usual hours of service to the District without obtaining the approval of the District prior to the start of such employment.

c. The absence of an employee, because of illness or accident for which he/she receives compensation from the District workers compensation insurance carrier shall be considered as sick leave. Such compensation for the time lost (but not disability settlements) shall be deducted from sick leave compensation paid to the employee by the Salem School District. However, the amount of sick leave time charged against the employee's sick leave account shall be only that portion of each day for which the employee is actually compensated by the District.

Example: An employee received $10 per day such compensation during an absence. His/her regular salary is $20 per day. Assuming that the employee has sufficient current or accumulated sick leave to cover the period in question, sick leave pay from the District would be $20 minus $10 per day for each day that the insurance carrier compensated the employee. The sick leave time deducted from the sick leave account would be 10/20 of one day for each day the employee is absent and compensated by the insurance carrier.

d. On each payday each employee shall be given a written accounting of his/her use and accumulation of sick leave.

e. Sick leave benefits will be paid to an employee who is certified by a physician as disabled due to maternity reasons on days for which she otherwise would have been compensated.

2. Emergency Leave

a. Three (3) days of emergency leave with pay shall be granted to each full-time employee who is contracted for the total school year. This leave is nonaccumulative. The leave is to be taken in accordance with the conditions below:

(1) The reason for the leave is an emergency which is beyond the control of the employee and must be taken care of during school hours.

(2) The leave will not be used for vacation or recreation activities.

(3) The leave will not be used to participate in Association activities.

(4) The leave will not be used to seek or accept employment elsewhere.

(5) The leave will not be used for personal illness.

(6) One (1) of the three (3) days may be used for personal commitments, even though such reasons may not be emergency in nature.
The employee will sign a statement that such leave is not to be used for vacation or recreation activities or to extend a vacation.

(7) At the time emergency leave is taken, other than under the conditions outlined in (6) above, the employee shall provide the superintendent or his/her designee with a copy of a form provided by the District which explains the nature of the emergency in a sealed envelope. The form shall be destroyed unread within ninety (90) calendar days, unless the District becomes apprised of actual facts that establish abuse of the leave.

(8) An employee who serves for a fraction of the school year or school day shall receive the benefit on a prorata basis.

b. Bereavement leave with pay, not to exceed five days per bereavement, shall be granted each employee due to the death of a member of the immediate family. The immediate family shall be defined as parents, in-laws, to include spouse, children (including step-children and children towards whom the employee stands in loco parentis), grandparents and grandchildren, brother and sister (including step-brother and step-sister), uncle, aunt, nephew, and niece. The purpose of this leave is to allow the employee the necessary time to attend the funeral and to take care of other necessary arrangements.

3. Family Illness Leave

a. Leave with pay, in addition to covering disability of an employee shall also cover absence, not to exceed five (5) days per school year, due to illness of a member of the immediate family of the employee. The immediate family shall be defined as blood relations and in-laws, to include spouse, children (including step-children and children towards whom the employee stands in loco parentis), grandparents and grandchildren, brother and sister (including step-brother and step-sister), uncle, aunt, nephew, and niece. When the family member resides outside the employee's household, the illness must be serious in order for the employee to take leave.

b. An employee who serves for a fraction of the school year or school day shall receive benefits on a prorata basis.

4. Court Duty

Absence from assigned work for court duty may be permitted under the following conditions:

a. If an employee must appear in court on his/her own case, the pay of a substitute shall be deducted from the individual’s salary. However, no deduction shall be made from the salary of an employee for required appearances in court or before any governmental body when such appearance is required by the District.

b. If an employee is called for jury duty, or is subpoenaed as a witness in a case in which not personally involved, no salary deduction will be made.
5. **Teacher Sabbatical Leave**

a. The District will grant sabbatical leave annually to teachers who submit proposals that comply with District guidelines as follows:

   (1) In 1985-86 such leave will be granted to six (6) teachers for 1986-87, unless less than six (6) leave requests are submitted.

   (2) In 1986-87 such leave will be granted to eight (8) teachers for 1987-88, unless less than eight (8) leave requests are submitted.

b. An application for a sabbatical leave shall be filed with the Personnel Director not later than April 30 of the school year prior to the requested leave, and shall set forth the purposes for which the leave is requested and the procedures to be followed. The applicant shall be notified within thirty (30) days of filing on action taken upon his/her request.

c. Provisions: A teacher who has completed seven years' service in the District, the last four of which shall be consecutive, may apply for a sabbatical leave for one year. During said sabbatical leave the teacher shall be considered to be in the employ of the Board and shall be paid 2/3 of his/her annual salary, and shall receive normal fringe benefits other than sick leave accrual.

d. Return from Leave: Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the system during the period of absence.

e. A teacher requesting sabbatical leave for travel shall at the time of application, present the District with a complete itinerary and an analysis of the value of the trip for the purpose of teaching in the District. A detailed report of the travel shall be prepared and presented to the District at the conclusion of the leave.

f. Teachers who have received the benefit of sabbatical leave and who do not remain as an employee of the District for at least one (1) year subsequent to such leave, may, at the option of the District, be required to reimburse the District for all salaries and benefits received during such leave. All reimbursement obligations will be considered void when a teacher completes two (2) years with the District subsequent to return from sabbatical leave.

6. **Military Leave**

An employee who has been employed for more than ninety-five (95) contract days and who is called to temporary active annual duty as a member of the National Guard, National Guard Reserve, or of any reserve component of the Armed Forces of the United States, or of the United States Public Health Service shall be granted leave with no loss of pay for a period of not more than fifteen (15) contract days in any one calendar year.
B. Leaves of Absence Without Pay

1. Parental Leave

   a. A male or female employee shall be granted leave up to one (1) calendar year upon request for purposes of childbirth and for care of natural or adopted infant children subject to the following conditions:

      (1) The beginning and end of such leave shall be determined by employee.

      (2) An individual assigned to an elementary school who takes parental leave beginning January 1 or after will upon request be granted leave through the end of the next school year.

      (3) An individual assigned to a secondary school who takes parental leave beginning second semester or after will upon request be granted leave through the end of the next school year.

   b. A probationary teacher who is granted parental leave shall comply with the requirements of ORS 342.815 (5) and ORS 342.840 provided that the requirement of at least 30 consecutive days of employment in any one year shall be waived for purposes of preserving the continuity of employment.

   c. An employee who is granted parental leave during a given school year shall have that year counted as a full year of experience on the salary schedule only if the teacher has taught four and a half months or more in that year.

2. Additional Leaves of Absence Without Pay

   a. A permanent employee may be granted leave of absence without pay for up to two (2) years. Requests for such leave shall be submitted in writing and shall include a detailed explanation of the reason for such absence.

   b. A permanent employee shall be granted leave of absence for involuntary military service, for advanced study for the purpose of completing not less than 45 hours of collegiate work, and for Peace Corps or ACTION Service. These employees shall be returned at the step on the salary schedule that they would have obtained had they not taken leave.

   c. A permanent employee may be granted a leave of absence in circumstances which may have potential value to the instructional program and for such other reasons as the District may deem appropriate.

   d. All requests shall be submitted to the District in time to allow a reasonable review. A response to such a request shall be given in time to allow the employee adequate notice of its disposition prior to the period for which the leave is being requested.

   e. Long-term disability leave without pay on account of the personal illness or injury of an employee shall be granted for the remaining
period of disability after sick leave with pay has been exhausted, subject to the following conditions:

(1) The employee may be required at any time to furnish a certification from one or more physicians that the illness or injury prevents the employee from returning to duty. If the employee fails to furnish such a required certification or medical evidence indicates the employee could return to duty but fails to do so upon written request, employment may be terminated by the School Board upon recommendation by the Superintendent.

(2) The period of leave without pay may be limited to one year, at the discretion of the Superintendent, except in case of employment-incurred temporary disability, in which case the period of leave shall be for the entire period of disability resulting from the temporary disability.

f. An employee who has been employed for less than ninety-five (95) contract days and who is called to temporary active annual duty for training as a member of the National Guard, National Guard Reserve, or of any reserve component of the Armed Forces of the United States, or of the United States Public Health Service shall be granted leave without pay for a period of not more than fifteen (15) contract days in any one calendar year.

g. The District shall grant leaves to employees for the purpose of attending professional development workshops sponsored by the Association or an Association affiliate of two days or less in duration. The employee shall give no less than one week notice to the District, together with written materials regarding the workshop. Professional leave days shall be granted until the days granted to the bargaining unit reach twenty (20) in number annually. The Association shall reimburse the District for the full costs of the employee's per diem salaries.

3. During such leaves which exceed one month in duration, the employee shall not continue to accrue any benefits. Arrangements may be made with the District to defer upon the employee the costs of group insurance benefits for the duration of such leaves.

C. Tutors are not eligible for any leaves under Article VIII.
ARTICLE IX WORKING CONDITIONS

A. Workweek and Workday

1. The normal workweek of employees shall be forty (40) hours, including a 30-minute duty-free lunch period each day. Employees starting and release times may vary, depending on building and program hours. Full-time employees shall be on duty and available on the school site or site otherwise designated by their principal or immediate supervisor for such above period of time on days employees are to report to work.

2. Normal Workday:

A supervisor may vary daily work schedule on an individual or group basis, when in his or her judgment such variance is in the interest of the district.

3. A tutor is excluded from coverage under Article IX, A.

B. Employee Preparation Time

1. Full-time middle school and high school employees shall be allowed one instructional period free of other duties or responsibilities for utilization as preparation time each workday. Middle school preparation time shall be 45 minutes or one full period, whichever is greater. High school preparation time shall be 48 minutes or one full period, whichever is greater.

2. Full-time elementary employees shall be provided no less than 240 minutes each workweek free of other duties or responsibilities for utilization as class preparation time. This time period shall be allocated in blocks of at least thirty (30) uninterrupted minutes. At least one such block shall be provided during each day during the period between the time when students are required to report to class for instruction in the morning and the time when students are dismissed from instruction in the afternoon, and at least seven such blocks shall be provided during such student contact day each week. This time shall be used solely for teacher planning. The District shall not require an employee to schedule parent conferences, student conferences, or other duties during preparation time. An employee who is required by the District to utilize preparation time for matters other than preparation time or who does not receive his or her total allocation shall be compensated for such lost time at his or her per diem hourly rate.

3. The District shall provide a portion of preparation time to an employee who is contracted as .5 FTE or more per week but less than full time. The portion shall be prorated based on the ratio of the employee's scheduled workweek to the normal full-time workweek. For an elementary employee such proration shall be in 30-minute blocks, but the provision that such blocks shall be provided during the student contact day shall not apply. In the case of teachers sharing a position, however, preparation time shall be assigned to the position and shared as determined by the District.
C. Tutor Preparation Time

1. A tutor is excluded from coverage under Article IX, B.

2. A tutor shall receive one hour of preparation time for every 16 hours of instruction.

D. Outside Employment

1. An employee may hold jobs other than with the District as long as they do not interfere with his/her contractual work responsibilities.
ARTICLE X  HOLIDAYS AND WORK DATES

A. The teacher contract year and the normal year for specialists and therapists shall not exceed 190 days, including eight in-service days, 175 classroom days, six holidays, and one District granted holiday. Employees new to the District may be required to report to the District two (2) days prior to returning teachers, for a total of 192 days.

B. The District shall annually submit to the Association its tentative school calendar two weeks before the Board adopts the official calendar. This procedure constitutes an exchange of information between the parties, and jurisdiction over the school calendar remains with the School Board pursuant to ORS 327; 328; 336.010 and following sections, as well as 339.005 and the sections that follow.

C. A tutor is excluded from the provision of this article except that he/she shall receive hourly per diem to the extent he/she is required by the District to attend inservice activities.
ARTICLE XI TRANSFERS AND VACANCIES

A. General Provisions

1. The major consideration in the transfer of personnel shall be the potential contribution to the program of the District. First consideration will be given to currently employed permanent and probationary personnel in filling any vacancies.

2. Transfers shall be implemented only after:
   a. The employee and the supervisor involved have discussed the change.
   b. Employees who are to be transferred shall be notified in writing as soon as practicable after the transfer decision has been made.

3. A tutor is excluded from coverage under this article.

B. Voluntary Transfers

1. An employee, probationary or permanent, who wishes to transfer from his/her present assignment must indicate this desire on forms provided by the District. Request for transfer initiated by the employee shall be made in writing and must be signed by the employee and the principal or immediate supervisor. The District will acknowledge receipt of a transfer form within ten (10) days after its receipt. Employees may request in order of preference for appropriate consideration. Request for transfer must be made annually.

2. Declared vacancies for the subsequent school year will be listed during the school year by the Personnel Department in the staff newsletter or by other appropriate means. During the summer, the Personnel Department will maintain a weekly listing of vacancies. The Association will receive copies of lists of vacancies published by the Personnel Department.

3. An employee who wishes to transfer from his/her present assignment must submit this request for transfer so it will reach Personnel Services no later than the closing date indicated on the Notice of position Vacancies. Within ten (10) days of filling each vacancy, the District will notify each unsuccessful applicant of the District's filling the vacancy.

C. Administrative Transfers

1. An administrative transfer may be made for one of the following reasons:
   a. Decline in enrollment in a school.
   b. Change in building or department program.
   c. Other reasons as approved by the District.
ARTICLE XII  EMPLOYEE EVALUATION AND RECORDS

A. Employee Evaluation

1. The primary purpose of evaluation shall be improvement of instruction, measurement of employee effectiveness, and for continuation of employment.

2. The State Board of Education evaluation instrument shall be used in accordance with ORS 342.850 for the evaluation of teachers. Probationary teachers shall be observed in the classroom at least two (2) times per school year. Other teachers shall be observed in the classroom at least once yearly. Evaluation of classroom performance shall be by observation except for evaluative statements based on documented professional malfeasance.

3. The District will utilize the Classified Employees Evaluation Procedures Plan, as updated, to evaluate specialists and therapists. The District will develop evaluation instruments to be used in evaluating tutors or will in the alternative use the teacher evaluation form for this purpose, whichever it deems more appropriate.

B. Personnel Files

1. The official file of each employee is confidential and shall be kept in the District Personnel Office.

2. No material derogatory to an employee's conduct, service, character, or personality will be placed in the employee's personnel file unless the employee has had an opportunity to review the material. The employee will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee also will have the right to submit a written answer to such material and his/her answer will be attached to the file copy.

3. An employee may desire to consult with the District with respect to what materials should be retained in his/her file. If an employee desires, he/she may have an Association representative present.

4. An employee may have access to review his/her file during regular District office hours. An employee may be excused from regular duty for this purpose at the discretion of the supervisor. If the employee desires, he/she may have an Association representative present.

C. Complaints

An employee shall be advised of any formal complaint filed. The complaint shall be discussed with the employees involved. If such complaint is placed in the employee's personnel file, the employee shall have the right to attach to the complaint any relevant statement or documents. Any complaint not processed in conformance with this section shall not be used in the evaluation process.
ARTICLE XIII REDUCTION IN FORCE

A. Reductions in Staff

1. The District shall determine when reductions in force are necessary and which program areas shall be affected. If the District determines that a reduction in force is necessary, it will immediately notify the Association. Such notice will be in writing and will indicate the programs which may be affected. The District's overall instructional program will be given priority consideration. Teachers shall be considered for retention on the basis of related experience and education. When two or more teachers are considered equally qualified for retention, seniority within the District shall be the determining factor.

2. In the event the District determines the need for a reduction in its specialist or therapist personnel, the same contract criteria and procedures applicable to teachers shall be applied except that the layoffs shall be by job classification.

3. Seniority shall be defined as the employee's total length of service since the last date of hire. Any teacher who is to be laid off will be so notified in writing as soon as practicably possible. Such notice will include the proposed time schedule and the reasons for the proposed action.

4. The District will compile and transmit to SEA no later than January 15 of each school year, a list of unit members in order of their months of continuous, creditable service to the district.

5. A probationary or permanent teacher who loses his or her position because of budget cuts will be laid off in accordance with Article XIII of this Agreement.

6. An employee who has been laid off will receive the bargained hospital medical insurance benefits for six months or until the employee becomes insured under a subsequent employer, whichever comes first.

7. Any laid off employee will be given the option of being placed on the day to day substitute list and will receive preferential treatment as a day to day substitute as long as he or she remains on the recall list.

B. Recall

If within two years of layoff, a vacancy occurs within the District for which the laid-off teacher is qualified, the recall procedure outlined below will be followed:

1. An employee desiring notice of recall shall notify the District in writing within thirty (30) days following notice of layoff. Such notice by the employee shall include the employee's address for such purpose. Failure to provide timely notice of a desire for notice of recall or to keep current address in file shall constitute waiver of notice of recall. In the event of a recall, the District shall notify an employee
who has expressed a desire to return to the District of the recall by certified mail, return receipt, sent to the last address given by the employee to the District.

2. An employee will have sixteen (16) calendar days from the mailing of such notice to notify the District in writing of his/her intent to return within forty-five (45) calendar days of the date of such notice. Failure of the employee to so respond within the time herein specified shall terminate such employee's right to recall.

3. No new teacher will be hired into the District until each teacher on the recall list deemed qualified by the District has had an opportunity to accept or refuse the position.

4. Likewise, no therapist or specialist will be hired into the District until each specialist or therapist on the recall list deemed qualified by the District has had an opportunity to accept or refuse the position.

C. In connection with the layoff and recall process, the Association representative will be furnished upon request accurate, complete, and current information about the layoff, rehiring, transfer, and assignment process.

D. Tutors are excluded from coverage under this article.
ARTICLE XIV     SCHOOL VISITATION

1. The District will continue to allow time off with pay with the approval of the building principal or supervisor for employees to attend educational conferences or meetings and to visit other schools.

2. If an employee is denied time for school visitation, he/she will be informed in writing regarding the reason for a denial of the visitation request.
ARTICLE XV STUDENTS

A. Evaluation of Students

1. A teacher or tutor shall have the authority and responsibility to determine grades and other evaluations of the students. No grade or evaluation shall be changed without prior consultation with the teacher or tutor except when such consultation with the teacher or tutor is not practicable because of the absence of one or both parties. If the teacher or tutor does not agree with such change, the decision may be appealed directly to the Associate Superintendent, whose decision shall be final. Subsequent to such grade change, the teacher or tutor shall be notified through appropriate channels.

B. School Disciplinary Procedure

1. Student disciplinary procedures shall exist for each school in the District. Any modification of the student disciplinary procedure shall be reviewed with the employees prior to implementation.

2. The building principal will provide the employees with the written classroom discipline procedure at the beginning of each school year. Teachers shall adhere to the procedure.

3. All employees are expected to accept a share in the responsibility for the control and discipline of students in the total school environment.

4. When, in the judgment of an employee, a student is, by his/her behavior, disrupting the instructional program to the detriment of himself/herself and/or others, the employee will take appropriate action under the terms of the school disciplinary procedure.

5. Upon removing a student from class, the employee will take the appropriate steps in accordance with the school disciplinary procedure.

6. Any employee referring a student to the administration shall confer with the appropriate administrator or submit a signed copy of a report including a statement of the facts, a summary of conditions which led to the student's referral, the steps taken by the employee to remedy the problem and any other steps taken by the teacher prior to referral, and recommendations for solution. Following administrative action taken in accordance with the District discipline procedure, the student may be returned to the classroom.

7. The appropriate administrator will then provide the employee with a statement of the administrative disciplinary and/or corrective action taken.]
ARTICLE XVI  NONDISCRIMINATION

The Association and the District affirm their adherence to the principles of free choice and agree that they shall not discriminate in the application of this Agreement because of age, race, religion, sex, education, national origin, marital status, disability, or political activity. Recognizing the relationship between this article and an employee's rights, the parties agree that any arbitration decision or award shall be advisory only.
ARTICLE XVII  STRIKE AND LOCKOUT

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

2. The District agrees that during the term of this Agreement there will be no lockout of employees in the bargaining unit.
ARTICLE XVIII SEPARABILITY CLAUSE

1. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid, but all other provisions or applications shall continue in full force and effect.
ARTICLE XIX  AGREEMENT

A. Compliance Between Individual Contract and Master Agreement

Any individual contract between the Board and an individual teacher hereafter executed shall be subject to the terms and conditions of this Agreement. If an individual contract contains any language contrary to this Agreement, this Agreement, during its duration, shall be controlling.

B. Negotiation of a Successor Agreement

Subsequent to July 1, 1985, and prior to the expiration of this Agreement, either party may file written notice with the other of its desire to amend, modify, or terminate this contract. Such notice shall include the substances of such modification sought. The specific written language to implement such modification shall be presented no later than January 15, 1987.

C. Duration of Agreement

1. This Agreement shall be effective July 1, 1985, and shall continue in effect until June 30, 1987.

2. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

In witness whereof, the Association has caused this Agreement to be signed by its president and the Board has caused this Agreement to be signed by its chairman.

Salem Education Association

By [Signature]
President

[Date] July 9, 1985

District School Board

By [Signature]
Chairperson

[Date] July 9, 1985
Personnel Services  
Salem Public Schools  
1309 Ferry Street SE  
Salem, OR, 97301

PREVIOUS AGREEMENT EXPIRED  
JUNE 30, 1985

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s):

Marion Cnty Or Bd of Educ Classified Ees School Dist  
OREGON

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction on public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

JANET L. NORWOOD
Commissioner

Patricia G. Grimmett, Administrative Assistant  
(503) 399-3061

Your Name and Position  
Personnel Services, Salem-Keizer Public Schools
Address  
1309 Ferry St., SE, Salem, OR 97301
City/State/ZIP Code

If more than one agreement, use back of form for each document. (Please Print)

1. Approximate number of employees involved

2. Number and location of establishments covered by agreement

3. Product, service, or type of business

4. If your agreement has been extended, indicate new expiration date

BLS 2452 (Rev. August 1984)
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