



BOARD OF DIRECTORS
Paul Kylo, Chairperson • Chuck Lee, Vice Chairperson
Sheronne Blasi • Kathy Goss • Jim Green
Marty Heyen • Jesse Lippold
PO Box 12024, Salem, Oregon 97309-0024
503-399-3001

Christy Perry, Superintendent

AGENDA

Board Meeting (including Executive Session & Work Session)

August 29, 2017

6 p.m.

Unless otherwise noted, board meetings are held at Support Services Center, 2575 Commercial Street SE, Salem, Oregon 97302.

1. **CALL TO ORDER** Chairperson
 - a. Board Attendance

2. **EXECUTIVE SESSION – Bargaining** Chairperson
 - a. To conduct deliberations with persons designated to carry on labor negotiations pursuant to ORS 192.660(2)(d).
Representatives of the news media are allowed to attend executive sessions, except for those sessions held in regards to expulsions. All other audience members are excluded from executive sessions and are asked to leave the room. Representatives of the news media are specifically directed not to report on any of the deliberations during executive sessions, except to state the general subject of the session as listed on the agenda. No recording of executive sessions is allowed without express permission from the Board.

3. **RECONVENE (6:15 p.m., or immediately following conclusion of Executive Session)** Chairperson
 - a. Flag Salute
 - b. Agenda Modification

4. **PUBLIC COMMENT** Chairperson
 - a. Public comment related to agenda items only
Note: If you wish to speak, please print your name on the signup sheet available prior to the meeting. Please keep comments to three minutes. Meetings may be taped and televised by the media. If you have questions regarding the agenda, please contact Executive Administration at 503-399-3001.

5. **ACTION** Superintendent
 - a. *Negotiated Collective Bargaining Agreement between Salem-Keizer School District 24J and Salem Keizer Education Association.
 - b. *Negotiated Memorandum of Understanding modifying language of current Collective Bargaining Agreement between Salem-Keizer School District 24J and Association of Salem-Keizer Education Support Professionals.

6. **WORK SESSION** Chief Operations Officer
 - a. 2017-18 Supplemental Budget Discussion
 - b. Bond Proposal Next Steps

7. **ADJOURNMENT** Chairperson

*Support Material Included

ACTION

5.a.

August 29, 2017

**NEGOTIATED COLLECTIVE BARGAINING AGREEMENT
BETWEEN SALEM-KEIZER SCHOOL DISTRICT 24J, MARION COUNTY, OREGON,
AND SALEM KEIZER EDUCATION ASSOCIATION**

Background/Discussion

The current agreement between Salem-Keizer School District 24J (hereinafter referred to as District) and the Salem Keizer Education Association (hereinafter referred to as SKEA) expired June 30, 2017. The District and SKEA recently concluded bargaining a successor agreement and reached tentative agreement on August 14, 2017.

The tentative agreement includes:

- A \$25 increase in the employer-paid portion of the monthly insurance premium for insurance year 2017-18, a \$25 increase in the employer-paid portion of the monthly insurance premium for insurance year 2018-2019, a \$40 increase in the employer-paid portion of the monthly insurance premium for insurance year 2019-2020, and a \$40 increase in the employer-paid portion of the monthly insurance premium for the insurance year 2020-2021.
- A 2% increase in the current salary schedule for the 2017-2018 school year, a 2% increase in the salary schedule for the 2018-2019 school year, a 2.25% increase in the salary schedule for the 2019-2020 school year, and a 2.5% increase in the salary schedule for the 2020-2021 school year.
- Mutually beneficial language changes or additions throughout the agreement.

SKEA members were still in the process of voting on this proposed four-year agreement when this school board agenda went to print on August 25, 2017.

Action

Staff recommends the Board approve the proposed four-year agreement between Salem-Keizer School District 24J and the Salem Keizer Education Association.

If the proposed agreement is not supported by the SKEA member vote, this action item will be pulled from the August 29, 2017, school board meeting agenda.

Licensed Collective Bargaining

Summary of Updates: Tentative agreement with SKEA for four years, includes compensation and changes to articles as listed below. Also provides MOU's for varying lengths of time.

2017-2018	2018-2019	2019-2020	2020-2021
2.0% COLA	2.0% COLA	2.25% COLA	2.5% COLA

Contract Article Number	Article Name	Summary of Change
I (A)(b)	Association Representation and Rights--Recognition	Simplifies the definition of who is a bargaining unit member. Removes 'b'.
I (C)(1)	Association Representation and Rights--Fair Share Agreement	Remove assurance of "adequate" representation.
I (D)(6)	Association Representation and Rights--Association Activities	Requires Association to reimburse District if information request is not readily available.
I (E)(2)(b), 3(a)(b), 4(a)	Association Representation and Rights--Joint Committees	E(2)(b) Renames 'Discipline Committee' to 'Student Behavior Committee'; 3(a)(b) Renames 'Safety Committee' to 'Safety and Security Committee', removes 'Wellness Committee', and adds 'Labor Management Committee'; Renames 'Staff Development Committee' to 'Professional Development Committee'.
IV (A)(1)	Rates of Pay--Professional Compensation	Increases base schedule as follows: 2% in fiscal year 2017-18, 2% in fiscal year 2018-19, 2.25% in fiscal year 2019-20 and 2.5% in fiscal year 2020-21.
IV (B)(2), (B)(4)	Rates of Pay--Administration of Differential Schedule	(B)(2) Clarifies differential rate by adding 'A' to 'M+0'; (B)(4) Changes 'shall' to 'may' for removal of a coach.
IV (E), (3)(c)(d)	Rates of Pay--Extended Work Day/Year and Open House	(E) Renames 'Open House' to 'School Event'; (E)(c) Changes 'open house' to 'school event outside scheduled contract hours; (d) changes flex time usage--allows for usage throughout the year instead of during grading period.
IV (F)	Rates of Pay--Curriculum Rate of Pay	Removes Curriculum rate of pay.
IV (G) (Formally H)	Rates of Pay-- Early Retirement Incentive (ERI)	Increases eligibility age to 65. Removes outdated language.
IV (I) (Formally J)	Rates of Pay--Bilingual Differential	Expands differential to include teachers who are assigned in a bilingual setting and the second language is a requirement of daily instruction (not including world language teachers).

Contract Article Number	Article Name	Summary of Change
V (A)1, B (1), C(1)	Pay Policies	A(1) Remove ETF Language; B(1) Remove "equal"; C(1) Change 'in' to 'to' in regard to United Teaching Profession. (A removed entirely, reorder B and C to A and B)
VI (C)	Expenses--Tuition Reimbursement	Removes individual job titles and is replaced with 'Employees' to be more inclusive.
VI (D)	Expenses--Instructional Improvement	Renames to 'Statewide Inservice'; removes last sentence: "Agreement to this provision does not imply District commitment to participation in future instructional improvement days."
VII (A)	Employee Benefits--Insurance	District proposed the following contributions: \$1245 for year 2017-18, \$1270 for year 2018-19, \$1310 for year 2019-20 and \$1350 for year 2020-21.
VIII (A)(1)(a)(5), (d), and (e)	Leaves--Sick Leave	(5) Adds 'personal' to disability, includes family members, changes language regarding term upon separation of employment; (d) clarifies how sick leave availability is communicated to employees; (e) Removed from article (related to maternity benefits and is now covered by State and Federal law).
VIII (B)(1)	Leaves--Leaves of Absence without Pay	Adds 'without pay' following each 'parental leave'
IX (A)	Working Conditions--Workweek and Work Day	Defines normal workweek as Monday through Friday, specifies 40 hours 'per week', changes 'luncheon' to 'lunch'
IX (B)(5)	Working Conditions--Employee Preparation Time	Removes 5 entirely (obsolete language regarding prep time for part-time Kindergarten teachers)
X (A)	Work Dates and Holidays--Contract Year	Defines paid holidays by name.
X (F) (3)	Work Dates and Holidays--Optional Vs. Required Training	Removes entire number in accordance with the removal of Curriculum Rate of Pay.
XI	Transfers and Vacancies	Portion of the article removed regarding ESEA
XII (C)	Employee Evaluation and Records--Complaints	Amends the manner in which complaints are processed to focus on teacher/administrator dialogue.
XIV (A)	School Visitation and Educational Conferences/Meetings	Removes individual job titles and is replaced with 'Employees' to be more inclusive.
XV (B)	Students--School Disciplinary Policy	Provides that student discipline policy changes will be reviewed in Labor Management meetings
XXII (B) and (C)	Agreement	Provides for a four (4) year agreement

Memorandums of Understanding

1. Association Leave for VP	Allows for the full release of the Association Vice President with full reimbursement of salary and APC by the Association.
2. Early Career SpEd Support	Provides an additional 30 days of substitute coverage for SpEd instructors that are in their first three years in the District that require assistance in completing SpEd documents for one year only (2017-18)
3. Sabbatical Leave	Allows for the conversion of all 10 sabbatical leaves into funding for mentors and Professional Development, including tuition reimbursement (for one year only 2017-18)
4. Curriculum Rate of Pay	Provides for the continuation of curriculum rate of pay for trainings that are grant funded based on the curriculum rate. (Ends September 2017, after current commitments are complete.)
5. Grading Day Black Out	Provides meeting black-out days for the 4 days preceding elementary grading days.
6. HSA and 2-on-1 Contract	Continues the District practice of allowing two employees of the District (employee/spouse) to be on one health plan and combine the Districts insurance contribution towards the premium. The District will also contribute \$100 per month towards an HSA account for the 2017-18 plan year for qualified high deductible plans.
7. Substitute Shortage	Each school will provide to the District a plan for coverage of absences for licensed staff.
8. 7 Period MS Schedule	Provides two additional 25 minutes of prep time per week to Middle School teachers.
9. Special Ed. Differential	Allows for payment of additional earnings for SpEd staff that act as District Representative, after contract hours, in IEP meetings that are not on the staff members caseload.
10. Collaborative Agreement: Staff Safety	Ensures collaboration between the District and the Association in regards to communicating injury reporting procedures to employees.

ACTION

5.b.

August 29, 2017

**NEGOTIATED MEMORANDUM OF UNDERSTANDING
BETWEEN SALEM-KEIZER SCHOOL DISTRICT 24J, MARION COUNTY, OREGON,
AND ASSOCIATION OF SALEM-KEIZER EDUCATION SUPPORT PROFESSIONALS**

Background/Discussion

The following constitutes an agreement between Salem-Keizer School District 24J (hereinafter referred to as District) and the Association of Salem-Keizer Education Support Professionals (hereinafter referred to as Association) as a result of the agreement to reopen language related to Article 15.1—Insurance in the 2014-2018 collective bargaining agreement.

Recommendation/Summation

The Association and District have agreed and signed the proposed Memorandum of Understanding.

The District contribution toward insurance premiums for the 2017-2018 insurance year will be increased by \$25 per month for the 2017-18 school year.

Board Action

Staff recommends the Board approve the proposed Memorandum of Understanding between Salem-Keizer School District 24J and the Association of Salem-Keizer Education Support Professionals.

Memorandum of Understanding
Between
The Association of Salem Keizer Education Support Professionals
And
The Salem-Keizer School District

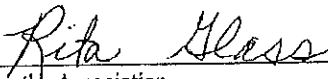
Article 15.1 – Insurance

The following constitutes an agreement between the District and the Association as a result of the agreement to reopen language related to Article 15.1 – Insurance of the 2014-2018 Collective Bargaining Agreement.

As a result of these negotiation, the parties have agreed to the following:

The maximum District contribution toward insurance premium for the 2017-2018 insurance year will be \$1245 per month. [This amount represents an increase of \$25.00 from the 2016-2017 contribution.]

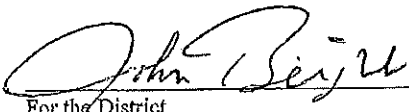
This agreement will be in force from July 1, 2017 to June 30, 2018.



For the Association

8-18-17

Date



For the District

8/18/17

Date