

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 licensed teachers, counselors, nurses, school psychologists, physical and occupational therapists, audiologists, speech language pathologists, and social workers employed by the District, herein referred to as "employees". Excluded from this subsection are substitutes.
 - b. As defined in ORS 342.815, temporary teacher means a teacher employed to fill a position designated as temporary, or experimental or to fill a vacancy which occurs after the opening of school because of unanticipated enrollment or because of the death, disability, retirement, resignation, contract non-extension or dismissal of a contract or probationary teacher.
 - 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" or "educators" are intended to apply only to those employees listed in paragraph "a" of this section.
2. 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.
3. 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.
4. 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. Leave Days

The Association shall be allowed up to sixty-five (65) days of leave 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 or Vice President. The Association shall be billed for substitute costs for each day of actual substitute usage.

2. New Employee Orientation Association Leave

- a. **The Association shall be allowed up to thirty (30) days of leave per year for Association Representatives to meet with new employees. This leave may be used in increments of one (1) hour. Such leave shall be granted upon request of the Association President or Vice President. The Association shall be billed for substitute costs for each instance of actual substitute usage.**
- b. **Within 30 days of a new employee's hire date, the Association Representative shall be entitled to one period of at least 60 minutes, but no more than 120**

minutes, within the new employee's contract day to meet with the employee in accordance with Article I.C. If there is not a period of at least 60 continuous minutes within the new employee's contract day for this meeting, then this may take place in two separate meetings of at least 30 minutes. If the Association Representative must leave their own worksite to meet with the new employee, the Association Representative shall use leave in accordance with Article I.2.a.

- c. The Association shall track time used under this section and provide the District a report of Association Leave time used in a digital file format. The report will be sent to the District within ten (10) business days the month following the month any Association Leave time was used. The report shall include the Association Representative name, time used, and date of usage.

3. Association President's-Officers' Leave

- a. Upon request by the Association prior to June 1, the District will grant the Association President and Vice President a leave of absence without pay for **their** term of office. Such leave guarantees return to the same position or to a comparable position. Upon return to a District position, the SKEA ~~president~~ President and Vice President shall be placed on the salary schedule at the level which **they** would have achieved had **they** remained actively employed in the District. Furthermore, the SKEA ~~president~~ President and Vice President shall accrue all benefits in the same manner that **they** would have accrued benefits had **they** remained actively employed in the District. This unpaid leave shall be for the President and Vice 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.

(1) **Any designated representative who is on a full-time release may resign from their Association position at any time for any reason. The District will place the employee in a position comparable to their previous District position within 60 days of notice from the Association.**

(2) **In the event that the representative resigns from the full-time release position for a qualifying OFLA/FMLA medical leave, the District will ~~appropriately designate the~~ comply with all state and federal leave laws and will apply and facilitate all their compensation per District policy and state and federal leave laws.**

- b. The Association shall reimburse the District the total cost (salary, payroll, and fringe benefits) of the average teacher's salary for that year as determined on the October 1 scatter gram of the teacher salaries from All Funds or the actual President's salary, whichever is less.

b.c. The Association shall reimburse the District the total cost (salary, payroll, and fringe benefits) of the Vice President's salary.

- e.d. The District agrees to process the differential salary provided to the SKEA ~~president~~ President and Vice President by the Association as a part of the ~~president's~~ President and Vice President's salaries salary which the Association currently reimburses and is now processed by the District. It is understood that this proposal will not result in any added costs for the Employer, and the Association agrees to hold the Employer harmless from any legal liability that might result from this contractual provision.

C. Association Activities

1. Interschool mail facilities, including the email system, may be used by the Association to communicate with bargaining unit employees regarding (1) collective bargaining; (2) grievances and other disputes relating to employment relations; and (3) matters involving the Association governance and business. District policy and practices governing computer and email usage shall apply
2. Association representatives may meet with bargaining unit members outside of the workday without limit. The Association may use school facilities for those meetings so long as they do not interfere with the District's operations.
3. Once monthly, an Association representative may request to be placed on the agenda of a regularly scheduled building led meeting even if the meeting includes some professional development, or for District-wide meetings held for non-classroom-based educators and professionals (such as meetings of psychologists, librarians, SpEd staff), for the first 15 minutes of an a.m. or last 15 minutes of a p.m. meeting, or as agreed upon by the Association representative and the building administrator. The District will approve the request and administrators will not remain in attendance at the Association meeting unless invited.
4. In addition, on request, an Association representative shall be allowed to make brief announcements and respond briefly to questions during professional meetings.
5. Association representatives may meet with educators during the workday whenever educators are not responsible for student supervision or attending other District-directed activities.
 - a. Permissible time for Association access during the workday includes:
 - (1) Non-student contact time before or after the student instructional day starts, so long as the educator is not responsible for student supervision or otherwise engaged in a District-directed activity.
 - (2) Educator preparation time or other similar "educator-directed" time, including "educator-directed" time on grading days and in-service days, with the educator's permission. Educators who choose to meet with the Association during their preparation period shall not be entitled to additional compensation for lost prep time pursuant to Article IX.B.
 - (3) The educator's duty-free lunch.
 - (4) For non-classroom educators and professionals, such as "teachers-on-special-assignments," counselors, librarians and SpEd case managers and specialists, all work time, except time expressly scheduled for a work activity (such as a previously scheduled classroom observation, class observations, and meetings with parents or other educators).
 - b. Association representatives may not meet with educators during "District-directed" activities or while supervising students.
 - (1) "District-directed activities" include but are not limited to staff meetings, PLC/Data Team meetings, and IEP meetings. If an Association representative seeks to meet with an educator when a District-directed activity is scheduled (unless previously arranged or covered as Association release time), the District has no obligation to release the educator.

(2) "Student supervision" includes instructional time and assigned duty time but does not include other time when a student may "drop-in" to an educator's classroom at the educator's discretion.

- c. Association access during the work-day may not unreasonably interfere with an educator's ability to complete work-related tasks. Administrators will be encouraged to communicate directly with Association representatives if they have concerns. If the concerns are unresolved, then they may be addressed in labor management meetings.**
 - d. Association representatives do not need to seek permission before entering a District building but agree to provide advance courtesy notice when appropriate. In addition, they will sign in and out of the building as directed by office staff.**
- 6. Authorized representatives of the Association will be designated by SKEA and may include Oregon Education Association or National Education Association employees, volunteers and retirees. However, any Association representative entering school buildings will be subject to whatever background check and/or policies which are generally required for adults entering a District building who are not working directly with students. In addition, prior to having access to the building, the Association will provide the District with the names of authorized volunteers and retirees in advance. Authorized Association representatives will be provided with visible SKEA identification.**
- 7. 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.**
- 8. 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.**
- 9. Association Meetings: Association Representative Assembly and SKEA Board of Director meetings shall be placed on the District calendar. The District shall not schedule any "required attendance" meetings for representatives at a time that would conflict with the nine (9) Association Representative Assembly and/or nine (9) SKEA Board of Director meetings to be held during each year of this contract. If an Association representative is working hours that would extend beyond 4:00 p.m. on the date of a scheduled Representative Assembly meeting or Board of Director meeting, the representative shall be given "release time" beginning one-half hour prior to the scheduled start time of the Association meeting so that the member can attend the meeting.**
- 10. 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.**
- 11. Union material may be distributed to staff mail boxes during non-student contact time.**
- 12. The Association shall have a period of at least 60 minutes, but no more than 120 minutes, to meet with new employees during District scheduled new employee orientations. For orientations where the number of new employees exceeds 15, the minimum amount of time shall be 90 minutes. This time shall be paid time for new employees. The requirement of Article I B.2.b. shall be considered satisfied for new employees attending District scheduled new employee orientations.**

D. Joint Committees

1. The Association President shall make Association representative appointments.

2. Joint Committees shall meet at least once annually.

4.3. Joint Committees will be convened before the District makes changes to policies or practices that are within the scope of the Joint Committee's work. Joint Committees will have the authority to make recommendations to District Leadership and any other authorities granted to specific committees by this Agreement.

2.4. Salem Keizer Education Association representatives shall comprise half (or proportionate share) of the District staff representation on each of the following joint committees:

- (a) Calendar Committee;
- (b) Student Behavior Committee
- (c) Evaluation Committee
- (d) Report Card Committee;
- (e) Professional Action Committee for Education (PACE) Committee
- (f) Sick Leave Bank Committee (see Article XX)
- (g) Sabbatical Committee (See Article VIII, A.6)
- (h) ~~(h)~~ Technology Committee
- (h)(i) Early Career Educator Committee

3.5. There shall be at least one Salem Keizer Education Association representative on the:

- (a) Safety and Security Committee
- (b) Labor Management Committee

4.6. Professional Development Committee

- (a) Salem Keizer Education Association representatives shall comprise half of the Professional Development Committee.
- (b) This committee shall have decision power over the funds it administers.

5. Mentor Committee

- (a) ~~Works in collaboration with the mentor administrator.~~
- (b) ~~Reviews and provides input into the mentor matches.~~
- (c) ~~Reviews the overall program and provides recommendations for improvements.~~

ARTICLE VIII

LEAVES

A. Leaves with Pay

1. Sick Leave

- a. In accordance with provisions of ORS 332.507, an annual ten (10) days of sick leave with pay shall be allowed each employee who is employed for a full school year. Eleven (11) days shall be allowed for each employee who is employed on an extended contract of 220-239 work days per year, and twelve (12) days shall be allowed for each employee who is employed on an extended contract of 240 or more days per year. 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 the employee's 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.
 - ~~(4)~~(5) If an employee exhausts their sick leave and ends their employment, the District will require the employee to reimburse the District the time that was paid, but not earned based on the prorata number of days employed for that year from their final payroll. This does not apply to an employee who takes an unpaid leave as long as the employee returns to work for the District.
 - ~~(5)~~(6) An employee shall not consider sick leave as a right which allows absence at any time for other than personal disability resulting from illness or injury, or that of a family member, and sick leave shall not be considered as available upon separation of employment, either in time or in dollars.
 - ~~(6)~~(7) 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)~~(8) Sick leave will not be earned during a period when an employee is on leave without pay.

- b. An employee on sick leave shall not engage in other forms 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 they receive 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 Keizer 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 compensation during an absence. Their 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 will receive a payroll advice noting the current sick leave balance reflecting the most current timekeeping. However, the District reserves the right to adjust the balance based on final timekeeping should there be a timekeeping or calculation error that is later discovered.

2. Bereavement Leave

- a. 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, qualified domestic partner, children (including step-children and children towards whom the employee stands in loco parentis), pregnancy loss, 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.
- b. ~~Up to one-half~~One day of bereavement leave will be granted to attend the funeral of a close personal friend one time per year. The supervisor will work with employees to have representatives of the staff attend the funeral of a student, a colleague or close relative of a colleague.

3. Paid Time Off

a. Eight (8) days of paid time off shall be granted to each full-time employee who is contracted for the total school year. This leave is non-accumulative. The leave is to be taken in accordance with the conditions below:

- (1) The leave will not be used to participate in Association activities.
- (2) The leave will not be used to seek or accept employment elsewhere unless the employee has been non-renewed or non-extended.
- (3) The leave will not be used for personal illness unless all accumulated sick leave days have been exhausted.
- (4) An employee who serves for a fraction of the school year or school day shall

receive the benefit on a prorata basis.

(5) Paid time off hours will be frontloaded to an employee after the employee has worked one full day. If an employee exhausts their paid time off and their employment ends with the District, the District will require the employee to reimburse the District for the time that was paid, but not earned, based on the prorata number of days employed for that year from their final payroll. This does not apply to an employee who takes an unpaid leave as long as the employee returns to work for the District.

b. Any unused paid time off will be paid to the employee at their per diem rate in their last paycheck each school year or at the end of their employment if prior to the end of the school year.

3. ~~Personal Leave~~

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

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

(2) ~~The leave will not be used to seek or accept employment elsewhere unless the employee has been non-renewed or non-extended.~~

(3) ~~The leave will not be used for personal illness unless all accumulated sick leave days have been exhausted.~~

~~Personal leave may not be granted during the first five student days or the last five student days of the school year, nor four (4) days immediately prior to winter or spring break or one (1) day immediately after winter or spring break, nor the day prior to a holiday. Exceptions may be made for once-in-a-lifetime events (i.e. son or daughter's wedding, graduation). Emergency leave for an event which is beyond the control of the employee may be used during these periods when personal leave is not allowed.~~

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

4. ~~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), parents (including step-parents), grandparents and grandchildren, brother and sister (including step-brother and 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.~~

5.4. ~~Legal Leave~~

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

a. ~~If an employee must appear in court on their 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 related to their employment,~~

including acting as a mandatory reporter, or before any governmental body when such appearance is required by the District. This leave does not apply in cases where an employee has brought a claim against the District for those employees who are bringing the claim or witnesses summoned to testify against the District.

- b. If an employee is called for jury duty, or is subpoenaed as a witness in a case in which they are not personally involved, no salary deduction will be made. The District may require a jury summons be provided by the employee.

6-5. Sabbatical Leave (Revert to CBA language. MOU modifications null and void.)

- a. The District will grant sabbatical leave annually to a maximum of ten (10) FTE SKEA bargaining unit members who submit proposals that are consistent with the purpose of increasing the bargaining unit member's knowledge or developing skills related to his or her present position or for another educational position to which the teacher aspires.
- b. A committee of three teachers appointed by the president of the Salem Keizer Education Association and three administrators appointed by the employer shall review all proposals and make recommendations to the School Board. The Benefits Manager will facilitate this process but will not be a voting member, this includes ties.
- c. An application for a sabbatical leave shall be filed with the ~~Human Resources Director~~ Benefits Manager not later than April 1 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 their request.
- d. 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 3/4 of their annual salary, and shall receive normal fringe benefits other than sick leave accrual.
- e. Return from Leave: Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which they would have achieved had they remained actively employed in the system during the period of absence.
- f. 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.
- g. 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.

7-6. Association Professional Development Leave

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 be billed for substitute costs for each day of actual substitute usage.

8.7. **Military Leave**

Military leave will be provided in accordance with State and Federal law currently listed as ORS 659a.093, ORS 659a.171 and USERRA. Employees must request this leave directly through the Benefits Department.

8. **Loss of Time Due to Violence or Threat**

An employee absent from work as the result of workplace violence or threat while acting in their capacity as an employee for the District will receive up to five (5) days of paid leave, per instance, not to be charged to sick leave or any other leave. If a related workers' compensation claim is accepted, the District will pay the difference between workers' compensation benefits and the employee's daily rate of pay. Employees utilizing this leave may be required to furnish documentation from a medical provider if they have not already completed other documentation through District reporting mechanisms.

B. **Leaves of Absence Without Pay**

1. **Parental Leave Without Pay**

- a. An 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 without pay 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 without pay 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 without pay shall comply with the requirements of ORS 342.815 (6) 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 without pay 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 a minimum of one hundred and thirty-five (135) (or more) days in that year.

2. **Additional Leaves of Absence Without Pay**

A contract 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. 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.

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.

a. **Personal Leave Without Pay**

A contract 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. **Service Leave Without Pay**

- (1) A contract employee shall be granted leave of absence for involuntary military service, for Peace Corps or AmeriCorps.
- (2) These employees shall be returned at the step on the salary schedule that they would have obtained had they not taken leave.

c. **Medical Leave Without Pay**

Medical 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 injury, in which case the period of leave shall end upon the closure of the worker's compensation claim.

d. **Military Leave Without Pay**

Military leave will be provided in accordance with State and Federal law currently listed as ORS 659a.093, ORS 659a.171 and USERRA. Employees must request this leave directly through the Benefits Department.

e. **Career Development Leave**

- (1) A contract employee shall be granted leave of absence for one or two District semesters for advanced study for the purpose of completing collegiate work as a full-time student as defined by the college or university.
- (2) These employees shall be returned at the step on the salary schedule **they** had earned prior to the leave. No experience credit will be given for the time on leave.
- (3) Part-time leaves shall be for the full semester at the secondary level or to begin or end at winter break for the elementary level unless the teacher and District mutually agree on a different date.

ARTICLE XV STUDENTS

A. Evaluation of Students

1. A teacher shall have the authority and responsibility to determine grades and other evaluations of the students. This includes the grading scale, system, and value or weight of individual assignments and assessments.
2. Teachers working with students through the grade repair process (students whom the teacher was the original instructor of the course having the grade repaired) will earn their per diem for their additional time unless time is provided during the workday. This is a voluntary process for teachers using their professional judgment and on a case-by-case basis.
3. Teachers working with students through the grade replacement process will have time provided during the workday. Grade replacement processes encompass all situations where students retake a course resulting in a newly transcribed grade and the original course's grade is replaced with an NG. Grade replacement must be taught by an appropriately licensed teacher for the content of the course.
- 2.4. No grade or evaluation shall be changed, excluding grade repair and grade replacement as described above in 2 and 3, without prior permission from the teacher in accordance with the procedure below.
- 3.5. If the teacher and the building principal do not agree on the change of a student's grade or other evaluation, the issue will be resolved by the Superintendent or central administrative designee who shall consult with the parties prior to rendering a final decision, except when such consultation is not practicable because the parties cannot be contacted.
- 4.6. The District shall provide the teacher with timely, written notification of any District action taken on a grade change appeal. No grade change shall be made until the appeal process, if any, has ended.

B. District Disciplinary Policy Procedures/Student Behavior Handbook

1. Changes in the District student discipline policy procedures/student behavior handbook or other discipline protocols will be reviewed in Labor Management meetings.
2. The 24J School Board will notify the Association in advance of the Board meeting when any changes in student discipline policy or procedure are to be considered.

C. School Disciplinary Policy Procedures/Student Behavior Handbook

1. Student disciplinary procedures shall exist for each school in the District. Any modification of the student disciplinary procedure must be made by the staff committee on student discipline and will be reviewed with the employees prior to implementation.
2. The building principal will provide the employees with either written or online building discipline procedure, including the discipline matrix, at the beginning of each school year. Teachers and administrators shall adhere to the procedures.
3. All employees and administrators are expected to accept a share in the responsibility for the control and discipline of students in the total school environment. Annual training may be provided in a variety of ways, including electronically. Work on the disciplinary plans may be done in large or small groups or individually as best fits the situation.
4. Each employee may post and promote expectations of conduct, specific to their content or educational environment, which apply to students while under that employee's supervision. Such expectations will not conflict with District and/or school disciplinary procedures. When, in the

judgment of an employee, students are, by their behavior, disrupting the instructional environment to the detriment of themselves and/or others, the employee will take appropriate action under the terms of the school disciplinary procedure.

5. Employees shall have the right to temporarily remove disruptive students from their classroom. Any employee sending 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.
- 5-6. Following administrative action taken in accordance with the District discipline procedure, the student may be returned to the classroom. If the teacher indicates a desire for a conference with the administrator (and optimally the student and/or parent), the conference will be scheduled as soon as the parties are available. As soon as possible the referring/sending teacher will be provided information about status of referral prior to the student's return to the classroom.
7. The appropriate administrator will then provide the employee with a written statement of the administrative disciplinary and/or corrective action taken.
- 6-8. A record of student discipline cases will be maintained by the District and accessible to employees for the purposes of making recommendations for further disciplinary actions and the periodic revision of the school and/or District Disciplinary Policy.

D. Notification of Behavior Plans

1. All employees as defined in Article I. A. directly involved in the education of a student who has a behavior plan or behavioral management component on an IEP or 504 Plan, shall be informed by the site administration within five (5) days upon receipt of said knowledge by the site administration.
2. For students outside of the special education process, instances of student behavior that results in an unsafe environment for students or staff will require a meeting where the involved parties review or develop a student behavior plan and discuss the need for modifications or improvements considering the student's recent unsafe behavior. (This is intended to apply to instances that result in injury, near misses of injuries, or significant disruptions to the learning environment due to the student behavior.)
 - a. If the student does not currently have a behavior plan and this is the first instance, the implementation of one will be discussed and documented.
 - b. If the student does not currently have a behavior plan and this is not the first instance, a behavior plan will be created.
 - c. The following individuals must be invited to attend the meeting: any employees who were involved in the student behavior incident, the classroom teacher(s) (if not already included), administrator, behavior representative, and parent/guardian.
 - d. The District will provide the Association with a monthly total, by worksite, of the number of behaviors that would require meetings to be called under this provision.
3. For students with an IEP (including those in process or otherwise considered covered by Child Find Law) or 504 plan, instances of student behavior that results in an unsafe environment for students or staff will require a meeting as determined by the case manager or team supporting the student.
- 4.4. The District will establish a relief fund of \$200,000 with the sole purpose of providing timely, additional direct student support, outside of existing school staff, to schools as designated by

the Principal, Behavior Specialist and/or Special Education Teacher. These supports will be in the form of additional temporary staff to provide immediate adult assistance to students so that school-wide resources maintain availability to support documentation and paperwork associated with getting long-term interventions in place.

ARTICLE XXI

SAFETY AND MEDICAL PROCEDURES

The District shall provide a safe and healthful working environment for all employees as defined by OSHA standards and by state and federal regulations. A grievance may be filed to enforce this section; however, such a grievance shall be void if the employee or Association files a complaint or suit to enforce the same requirements through state or federal agencies or courts.

A. Protective Equipment

1. In accordance with OSHA requirements, the District will assess worksites to determine if hazards are present or likely to be present that require the use of personal protective equipment (PPE) or other protective equipment. The District will provide training to each employee who is required to use PPE including when to use the equipment, what equipment to use, and how to put on the equipment. Proper safety devices and clothing shall be provided for all employees engaged in work where such devices are required to meet the requirements of state or federal regulations or district policy. Protective clothing and safety devices shall remain the property of the District. The District will maintain a regular system of inspection and maintenance of PPE and furnish PPE that is in a sanitary and reliable condition.
2. The District will provide training regarding Blood borne Pathogens to staff whose job responsibilities involve potential exposure to blood or other infectious materials. Inoculations, protective clothing and equipment will be made available to employees in accordance with the provisions contained in the District's Blood borne Pathogens Exposure Control Plan.

B. Contingency Supports for during the School Day

Each school will establish procedures that identify who an employee contacts in the building for assistance when an employee needs more supports with a student situation. The procedure will include a contingency in case the initial contact person is not available and name a supporting administrator if there is not one available in building. Each School's plan will be provided to the Association by September 15 of each year.

C. Staff Injury Protocol

The parties' agreed upon procedure for supporting staff when injured is incorporated into this agreement in Appendix D. The parties agree that this procedure may need to be modified during the life of this agreement.

B.D. Physical Examinations

The District will pay the cost of required physical examinations and other required medical tests but not medical treatment. The District will establish standards for such physicals and the district reserves the right to designate the facilities where required medical tests will be conducted. Payment, if required, shall be remitted directly to the physician upon validation of the examination. If available to the District and upon the employee's request, a copy of the examination will be given to the employee at no cost.

G.E. Medical Procedures

1. The District, when requiring training in safety and first aid for employees, will do so at no cost to the employee.
2. No employee shall be required to administer medications or perform any medical procedures

unless the following conditions are met:

- a. The student's parent or guardian has given the District written consent for the administration of medication.
- b. The employee has been given instruction from qualified medical personnel regarding prescription medication or medical procedures.
- c. In the case of non-prescription medication, the parent has given written instructions for administering the medication.
- d. Before the employee administers the medication/medical procedures, the employee shall have access to and shall follow the instructions referred to in 2a and 2b above.
- e. All medical assessments or tasks requiring specialized procedures are assigned to only trained employees.
- f. All employees required to administer medication/medical procedures have been given training necessary to perform the task.
- g. The equipment and medical supplies necessary to safely perform the task are available.