

**KLAMATH FALLS CITY  
SCHOOLS  
&  
KLAMATH FALLS  
EDUCATION ASSOCIATION**

**CONTRACT AGREEMENT  
JULY 1, 2015- JUNE 30, 2018**



*Catch the Spirit*

*Dedicated to students, families, and community working together to  
realize individual dignity and potential.*

## TABLE OF CONTENTS

		Preamble Klamath Falls City Schools	2
Article	1	Recognition	3
Article	2	Negotiations Procedure	4
Article	3	District Responsibilities	5
Article	4	Association Rights and Privileges	6
Article	5	Grievance Procedures	8
Article	6	Personal Activities	12
Article	7	Just Cause	13
Article	8	Rights of Professional Members	14
Article	9	Extra Duty Rights and Responsibilities	15
Article	10	Complaint Procedures	16
Article	11	Personnel Files	17
Article	12	Provisions Re Site-based Decision Making Programs	18
Article	13	Transfers and Vacancies	19
Article	14	Job Sharing	21
Article	15	Member Work Year and basic Workday	22
Article	16	Sick Leave	28
Article	17	Personal/Family Illness Leave	31
Article	18	Bereavement Leave	32
Article	19	Legal Leave	33
Article	20	Sabbatical Leave	34
Article	21	Unpaid Leave of Absence	35
Article	22	Professional Compensation	37
Article	23	Insurance	39
Article	24	Working Conditions	41
Article	25	Funding	42
Article	26	Retirement	43
Article	27	Dues and Payroll Deduction	47
Article	28	Notice	49
Article	29	Reduction in Force	50
Article	30	Effect of Agreement	53
Article	31	Tuition Reimbursement Program	54
Article	32	Retired Teachers Who Are Rehired	55
Article	33	Kindergarten	56
Article	34	Duration of Agreement	57
Appendix	A-1	Public Employees Retirement System Pick-Up	58
Appendix	A-2	2015-2016 Salary Schedule	59
Appendix	A-3	2016-2017 Salary Schedule	60
Appendix	B-1	Extra Duty Pay	61
Appendix	B-2	Extra Duty Salary Schedule K-8	62
Appendix	B-3	Extra Duty Pay 9-12	63
Appendix	C	Student Class Size, Composition and Daily Contact Mgmt. Form	64
MOU	65	Additional Prep Time	65

**PREAMBLE**

**CONTRACT BETWEEN  
KLAMATH FALLS EDUCATION ASSOCIATION AND  
KLAMATH FALLS CITY SCHOOL DISTRICT**

**KLAMATH COUNTY, OREGON**

This agreement entered into this first day of July 2015, by and between the Klamath Falls Education Association, hereinafter called the KFEA, affiliated with the Oregon Education Association, hereinafter called the OEA, and the National Education Association, hereinafter called the NEA, and the Klamath Falls City Schools, Klamath County, Oregon, hereinafter called the District.

Whereas, the Board and the Association recognize and declare that providing a quality education for the children of Klamath Falls City Schools is their mutual aim and that the character of such education depends in some degree upon the quality and morale of the teaching service; and

Whereas, the parties wish to establish mutual principles to direct and control the personnel policies, practices, and procedures of the District and to reassert their commitments to those humanistic traditions which have characterized this community's education program; and

Whereas, the parties have reached certain understandings which they desire to confirm in this Agreement; now, therefore, in consideration of the following mutual covenants, it is hereby agreed as follows:

## **ARTICLE 1**

### **RECOGNITION**

- A. The Board recognizes the Association as the exclusive bargaining representative on wages, hours, and conditions of employment for all regular full-time and regular part-time (1/2 time or more) licensed teaching personnel including school counselors: grades 7-12, adult education licensed instructors, and early intervention licensed instructors under contract to the District. Supervisors, confidential employees, substitutes, and per diem members are specifically excluded from the bargaining unit.
- B. The Association and members recognize the Board as the duly elected and constituted representative of the people and the educational interests of the District.
- C. The Association and members recognize that the Superintendent/designee is the chief administrative officer of the Board.
- D. 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.
- E. The term "member(s)" as utilized in this Agreement shall mean all members in the licensed bargaining unit as defined in Section A of this Article.

## **ARTICLE 2**

### **NEGOTIATIONS PROCEDURE**

The Board agrees not to negotiate with any competing teachers' organization during the term of this Agreement. No later than a date mutually agreed to, the Board and the Association agree to negotiate, in accordance with the laws of the state of Oregon. If another teachers' organization is lawfully recognized or licensed as the exclusive representative, the Board may negotiate with such organization as to matters to become effective after the expiration of this Agreement. Any agreement so negotiated will be reduced to writing and signed by the Board and the Association.

### **ARTICLE 3**

#### **DISTRICT RESPONSIBILITIES**

The Association and members recognize that the Board has rights and responsibilities to operate and manage the educational system of the District and the activities of its licensed employees within the scope of their employment. The Board retains the right to manage, direct, and control the District, except as expressly modified by the terms of this Agreement.

## ARTICLE 4

### **ASSOCIATION RIGHTS AND PRIVILEGES;**

- A. **Information**  
The District agrees to make available to the Association in response to reasonable requests readily available public information necessary to its functioning as exclusive bargaining representative.
- B. **Released Time for Meeting**  
Whenever any representative of the Association or any member participates during working hours in the District's negotiation meetings or grievance hearings scheduled by the Board or the Board's representative, such person shall suffer no loss of pay.
- C. **Use of School Buildings**  
The Association and its representatives shall have the right to use school buildings at all reasonable hours after the end of the school day for meetings, scheduling such use with the approval of the school principal provided that such use shall not interrupt or interfere with normal school operations, and pay for any additional costs incurred by the District for such use. Representatives of the Association and its affiliates shall be permitted to discuss matters pertaining to the Association's business with district personnel, in the faculty room, with the member when the member does not have student responsibility provided this does not interrupt or interfere with normal operations as determined by the school principal. The representative shall notify the principal's office of his/her presence in the building.
- D. **Use of School Equipment**  
The Association shall have the right to use school facilities and equipment, including computers, telephones, fax machines, copy machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, scheduling such use with the principal of the school when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use, and for any repairs necessitated as a result thereof.
- E. **Use of Bulletin Boards**  
The Association shall have the right to place appropriate notices, circulars and other materials on designated school bulletin boards and in members' boxes.  
  
The Association must identify clearly on their communications the name of the association as the source of the notice, circular, or other material. At least one bulletin board in each school shall be reserved exclusively for Association material.
- F. **Use of Mail Facilities**  
The regular intra-district mail service including e-mail may be used by the Association for distribution of the above materials and a mail bin shall be provided for the Association in each school District building.

The District's e-mail facilities are not secure communications. The use of the District e-mail shall be limited to times when members are not teaching class or supervising students.

The District shall be held harmless against any litigation that results in any violation of state and/or federal regulations pertaining to e-mail and/or intra-district mail.

G. Association Business

Use of school buildings, bulletin boards, and mail facilities including e-mail shall be limited to Association business and shall not be used to espouse a political candidate, cause, measure, or any religious point of view.

Association communications will be labeled as Association communication and contain the name of the authorizing association official.

H. Released Time

The District shall provide a scheduled thirty minutes prior to the end of a normal work day to the president of the Association to perform the duties of the Association relating to this contract. Such release shall not interfere with the member's normal classroom activities, counseling, or assisting students. A combined total of twenty (20) member work days per year of leave will be allowed members of Klamath Falls City Schools whose absence is requested in writing to the Superintendent/designee by the Association with the approval of the member for the purpose of Association business at least forty-eight hours in advance of the absence, provided that substitutes are available. The Association shall reimburse the District for substitute pay and payroll costs for each day allowed.

I. Exclusive Rights

The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the members, and to no other competing member organization.

J. Association Letter

The Association shall have the right to have placed in the members' package at the beginning in-service day, a letter prepared by the Association informing members of the function and services of the Association as the recognized bargaining agent for all members in the school system.

K. Fair Application

Both parties agree that the provisions of this Agreement shall not be applied in a manner which is arbitrary, capricious, or discriminatory.



## ARTICLE 5

### **GRIEVANCE PROCEDURES**

#### Section A. Definitions

1. "Grievance" shall mean a complaint by a licensed member or group of licensed employees that there has been a violation of any provisions of the contract or established school Board policy.
2. "Aggrieved" is the person or persons who has the grievance and is presenting the complaint, also referred to as the complainant.
3. The "party in interest" is either the person or persons making the complaint or the person or persons against whom the complaint is made.
4. "Consultant" is the one who advises either party in interest.
5. "Representative" is the one who may speak for and/or advise a party in interest.
6. "Immediate supervisor" is the one who has direct administrative or supervisory responsibilities over the aggrieved in the area of grievance as stated in school board policy.
7. "Days"- The term "days" when used in this article shall, except where otherwise indicated, mean the aggrieved's working days.
8. "Persons officially involved" means the Superintendent/designee, his/her representative and/or consultant, the aggrieved, his/her representative and/or consultant, and witnesses.
9. "Association" means the KFEA representing the licensed personnel which has been elected by a majority vote of those respective employees.

#### Section B. General Procedures

1. These procedures should be processed as rapidly as possible, the number of days indicated for settlement or appeal at each level should be considered a maximum. The time limits can be extended by written mutual consent of the parties involved at any level of the procedures.
2. All parties should attempt to complete the procedures by the end of the school year. The parties shall make good-faith effort to shorten the number of days provided at the various steps in order to finish by the end of the school year and avoid, if possible, carrying the process into the summer vacation period or the following school year.
3. All parties in interest have a right to consultants or representatives of their own choosing at each level of these grievance procedures.

4. There shall be no restraint, interference, discrimination, or reprisal exerted on any member choosing to use these procedures for resolution of grievances.
5. Failure at any level of this procedure by the aggrieved to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level. Failure, at any level, of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the aggrieved to proceed to the next level.
6. Each grievance shall be initiated within ten (10) days after the occurrence of the cause for the complaint; however, if the aggrieved did not become aware of the occurrence until a later date, then he/she must initiate action within the ten (10) days following his/her first knowledge of the cause. In failing to thus initiate action he/she may be considered to have no reasonable grievance.
7. Financial responsibility: Each party shall pay any and all costs incurred by said party.
8. The grievance procedure will not be used while an aggrieved is under the jurisdiction of the courts, has resorted to the administrative or judicial process, or pending before the Employment Relations Board.
9. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants. If a grievance is based on a contested document that is currently in the grievant's file, and if said grievance is denied at the final grievance level utilized by the grievant, the document will remain in the personnel file.

## Section C.

### Levels of Grievance

#### Level One - Informal and Formal Grievance Level

The aggrieved will first discuss his/her grievance with his/her principal or immediate supervisor, either individually or through the school grievance representative, or accompanied by a representative, with the objective of resolving the matter informally.

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 (who has administrative authority to act) within ten (10) days following the act or condition which is the basis of his/her complaint, or, if the aggrieved had no knowledge of said occurrence at the time of its happening, then within ten (10) days of the first such knowledge. This complaint shall set forth grounds upon which the complaint is based and the reasons why the aggrieved considers the decision rendered is unacceptable. The immediate supervisor shall communicate his/her decision in writing within five (5) days to the aggrieved.

Within five (5) days of receipt of the decision rendered by the immediate supervisor, the aggrieved, if he/she is not satisfied with the decision of the immediate supervisor, may appeal in writing to the Superintendent/designee.

### Level Two

Appeals to the Superintendent/designee shall be heard by the Superintendent/designee within ten (10) days of his/her receipt of the appeal. Written notice of the time and place of the hearing shall be given five (5) days prior thereto to the aggrieved, his/her designee, or any other persons officially involved in the grievance.

Attendance at the hearing of appeal shall be restricted to persons officially involved. Parties in interest may elect to call witnesses who shall appear individually at the hearing.

Within five (5) days of hearing the appeal, the Superintendent/designee shall communicate to the aggrieved and all other parties officially present at the hearing his/her written decision, which shall include supporting reasons therefore.

If the aggrieved is not satisfied with the decision of the Superintendent/designee or his/her designee he/she may file a written appeal with the Superintendent/designee within five (5) days from the receipt of the decision. The appeal shall state the aggrieved's reasons for appealing the decision of the Superintendent/designee and request appeal to the level three, school Board.

### Level Three

The Superintendent/designee shall place the appeal upon the Board's next regular meeting agenda which will allow at least five (5) days written notice to be given of the time and place of such hearing to the parties involved, at which time the appeal shall be heard by the Board for the purpose of resolving the grievance. A special meeting may be called to hear the appeal. Within five (5) days following the hearing the Board shall render its decision in writing to all official parties. The decision of the Board will be final and binding except for a grievance involving the violation of specific provisions of this Agreement which may be submitted to arbitration under the following conditions:

- Step 1 All steps provided for in the grievance procedure must be first exhausted.
- Step 2 The issue must involve a violation of a specific provision of this Agreement in which the grievance of an article or portion thereof is not terminated at the Board level. Arbitration shall not include or apply to dismissal or nonrenewal of probationary members.
- Step 3 Written notice of a request for arbitration must be filed with the Superintendent/designee within ten (10) days of receipt of the decision from level three.
- Step 4 When a timely request has been made for arbitration, the parties or their designated representatives shall attempt to select an impartial arbitrator. Within ten (10) school days after notice of submission to arbitration, either party may request arbitration in accordance with the American Arbitration Association in effect at the time.
- Step 5 The arbitrator so selected shall confer with the representatives of the Board and the member and hold hearings promptly and shall issue a decision no later than thirty (30) days from the date of the close of the hearings. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issue submitted.

- Step 6 The arbitrator shall have no authority except to pass upon alleged violations of the express provisions of this Agreement as set forth in Step 2. The arbitrator shall construe this Agreement in a manner which does not interfere with the exercise of the District's rights and responsibilities, except to the extent that such rights and responsibilities may be expressly limited by the terms of this Agreement.
- Step 7 The arbitrator shall have no power or authority to add to, subtract from, or modify any of the terms of this Agreement.
- Step 8 The arbitrator's fees and expenses shall be shared equally by the Board and the aggrieved. However, the Association shall pay the aggrieved's share of the cost in cases where arbitration is recommended by the KFEA. The expenses and compensations of any witness or participant in the arbitration shall be paid by the party calling such witness or requesting such participants.
- Step 9 The arbitrator shall submit a copy of the decision to the aggrieved, Superintendent/designee, and the chairman of the Board.
- Step 10 The decision of the arbitrator shall be binding upon the parties.
- Step 11 Taking a grievance to arbitration constitutes an election of remedies and a waiver of any and all rights by the appealing party to otherwise contest the grievance in any other forum except as provided herein.

## **ARTICLE 6**

### **PERSONAL ACTIVITIES**

The District is not concerned with the private personal habits and business affairs of its employees, unless they are contrary to law or published school District policies, or affect or impair the individual's ability to perform his/her official duties effectively or efficiently. While there is no desire to restrict unduly or improperly a member's private activities, they must be completely separated from official activities.

## **ARTICLE 7**

### **JUST CAUSE**

No member will be disciplined, reprimanded, reduced in rank or compensation, denied increment, suspended, demoted, non-renewed, dismissed, or terminated without just cause. Any such action asserted by the District, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth. All information forming the basis for disciplinary action will be made available to the professional employees and the Association.

This article shall not apply to the dismissal or non-renewal of probationary members or to the appointment to or retention in any extra-duty position.

## **ARTICLE 8**

### **RIGHTS OF PROFESSIONAL MEMBERS**

- A. Any criticism by a supervisor shall be made in confidence.
- B. The member shall maintain the right and responsibility to determine grades and other evaluations of students. No grade or evaluation shall be changed without consultation with the member.

## ARTICLE 9

### **EXTRA-DUTY RIGHTS AND RESPONSIBILITIES**

- A. The District will inform the Association of any additional extracurricular positions that are established during the duration of this Agreement.
- B. The District will interview all qualified (those who meet the posted requirements and qualifications) bargaining unit members for extra-duty positions.
- C. It is understood that extracurricular assignments are at the discretion of the District and are not permanent. In those instances when satisfactory performance is not maintained, the District may terminate the extracurricular assignment of an individual. However, it is agreed that any person assigned an extracurricular activity who is relieved of duty will have reason stated in writing and presented to him by the appropriate supervisor.
- D. Each member receiving extracurricular pay for a seasonal assignment shall have the option of receiving his/her pay in a lump sum the first payday after the end of the season or over the member's regular yearly pay period.
- E. It will be the responsibility of the athletic director and/or the building principal to evaluate 9-12 extracurricular assignments. It is agreed that these evaluations are separate from the teaching evaluation and only where the responsibility is an extension of the teaching assignment (such as music, drama, etc.) will the extra-duty evaluation be reflected in the individual member's evaluation.



## **ARTICLE 10**

### **COMPLAINT PROCEDURES**

Any complaint regarding a member made to his/her supervisor or other person in authority above him by a parent, student, or other person which may influence that member's evaluation or which may result in disciplinary action shall be discussed with that member within five (5) working days according to the following process:

- A. The member shall be apprised of the full nature of the complaint, including the name of the complainant.
- B. The member, with the assistance of the immediate supervisor, will attempt to resolve the matter informally.
- C. The member has the right to representation at all levels.
- D. Complaints which are not discussed within five (5) working days may not be used in evaluation or in any disciplinary action.
- E. The foregoing shall have no application to complaints of such a nature that could result in institution of suit or action, either civil or criminal in nature, against the member or the District.
- F. Complaints which are not discussed within five (5) working days, withdrawn, shown to be false, or are not sustained by the grievance procedure shall neither be placed in the member's personnel file nor utilized in any evaluation or disciplinary action against the member.

## ARTICLE 11

### PERSONNEL FILES

- A. There shall be only one personnel file which shall be maintained at the District office. The working file will remain at the work site, but must have any material to be used for evaluative purposes transferred to the personnel file with the member's acknowledgment.
- B. All members or designated representatives shall have the right, upon request, to review the contents of their personnel file and to receive a copy of any documents contained therein. This file shall contain all material relevant to the member's employment and shall be the sole repository of such materials. Documents that contain materials of a member's private life shall not be placed in the personnel file unless requested by the member and mutually agreed upon.
- C. Material descriptive of a member's conduct, service, character, or personality will not be placed in his/her personnel file unless the member has been furnished a copy thereof and had an opportunity to review the material. A member 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 member will also have the right to submit a written response to such material and his/her response shall be reviewed and acknowledged by the Superintendent/designee and attached to the file copy.
- D. All documents used as the basis for dismissal or non-renewal must be in the District personnel file.

## **ARTICLE 12**

### **PROVISIONS REGARDING SITE-BASED DECISION MAKING PROGRAMS**

- A. The site teams shall establish their own meeting schedule.
- B. Site committees established by the District shall adhere to state laws, school Board policies, and collective bargaining agreements. Participation on site-based committees shall be voluntary and shall not be used as an evaluative criterion.

## ARTICLE 13

### TRANSFERS AND VACANCIES

The Board recognizes that it is desirable in making assignments to consider the interest and aspirations of its members.

#### A. Voluntary Transfer

1. Beginning in April of each school year and continuing through June, the Superintendent/designee shall post, in all school buildings, a list of the known vacancies which will occur during the following school year.
2. Members who desire a change in grade and/or subject assignment or transfer to another building shall make a written request to change or transfer to the Superintendent/designee. The administration will act on such requests as soon as possible if a vacancy exists in the area or building to which the member has requested transfer. If the request is denied, the administration shall provide the member with a statement of the reason(s).
3. The District will maintain a list of employees who are interested in a transfer.
4. Current employees who apply for a vacancy will be granted an interview. Prior years of experience will be taken into consideration along with all other factors when selecting a candidate to fill the position.
5. Persons requesting transfers shall not be disciplined as a result of the request.

#### B. Involuntary Transfer

1. When involuntary transfer occurs due to shifts in enrollment, employees returning from leave, to accommodate another involuntary transfer, or to meet the highly-qualified teacher requirements, the following procedures will be followed:
2. When a member is involuntarily transferred, he/she will have the opportunity to make known to the appropriate administrator his/her wishes regarding a new assignment.
3. Notice of an involuntary transfer will be given to the member as soon as possible.
4. Before implementing an involuntary transfer the District will ask for volunteers.
5. No employee shall be involuntarily transferred to a position for which he/she is not properly licensed or deem highly qualified under NCLB.
6. Involuntary transfers shall not be used as a form of discipline. Involuntary transfers that occur as a result of interpersonal problems between staff members

will not be considered disciplinary.

C. Vacancies

1. Whenever a vacancy arises the Superintendent/designee shall promptly notify the Association.
2. Employees who voluntarily and involuntarily transfer will retain and continue their years of experience and seniority earned at the previous site.

## **ARTICLE 14**

### **JOB SHARING**

- A. Job sharing is defined as the voluntary occupation of a single staff position by two currently employed members for one school year. It would not preclude, however, at the discretion of the District, the employment of an outside teacher or teachers for this purpose. Actual assignments and hours will be determined by written mutual agreement between the participating members and the building administration. Without the consent of both parties, this arrangement remains inoperative.
- B. After consultation with the participants the teaching schedule will be determined by the administrator(s) who will have supervisory responsibility for the team under this Article.
  - 1. If requested, both members will attend required faculty meetings.
  - 2. As needed, members will participate in scheduled parent conferences, as required of all other members.
  - 3. Members must share equally the responsibility in meeting identified building or position needs, provided the workload for a job-sharing team shall not be greater than the equivalent of one (1) full-time teaching position. At the high school each member involved in job sharing will teach three periods per day.
- C. Shared time positions will be compensated as follows:
  - 1. Teaching salary will be 50% of each member's regular annual salary, less one-half (1/2) the cost of the insurance benefits provided in C-3. The experience and education step for the member will be the same as they would be entitled to if employed on a full-time basis. This step will determine the base salary from which the salary fraction will be computed.
  - 2. Leaves will accrue at one-half (1/2) the normal rate.
  - 3. Insurance and PERS benefits will be provided to each of the partners as is the practice with other half-time licensed members.
- D. Members participating in this program shall not lose contract status, provided they have attained that status prior to the year of job sharing. Otherwise, seniority will accrue as with other half-time licensed members. The job-sharing agreement may be renewed one time in any five (5) year-period but not to exceed a total of two (2) school years. If for any reason one of the members is unwilling or unable to complete the job share agreement, the other member must return to full-time status.
- E. Job sharing will not be utilized to reduce the work force.

## ARTICLE 15

### MEMBER WORK YEAR AND BASIC WORKDAY

#### A. Work Year (School Year)

1. Members work year shall be up to a total of 190 contract days per school year, including 185 teaching and in-service days, and five (5) paid holidays.
2. New members will have up to five (5) additional in-service days. Three (3) of these days may occur prior to teacher in-service at the curriculum rate of pay; one (1) day may be during the school year at the member's daily rate of pay; and one (1) day may be immediately after the end of the school year at the curriculum rate of pay.
3. Members will be provided with a day at the end of each grading period without students for grading and clerical work.
4. End of School: Grades K-5

Last day for members:

8:00 a.m. - 12:00 noon

12:15 - 1:45 p.m.

2:00 p.m.

Member Preparation (All grades are due at noon.)

Staff luncheons, etc.

Check out of members begins

#### B. Basic Workday (School Day)

1. The basic member workday shall be 8 hours including a 30-minute duty-free lunch hour (7 1/2 hours).
2. The normal school day is anticipated to be between 8:00 a.m. and 4:00 p.m. which may vary as determined either by the District or by the buildings.
3. Elementary Preparation Time: Grade K-5
  - a. Elementary teachers will be provided with a weekly average of forty-five (45) minutes of preparation time per school day. Part-time teacher's preparation time will be prorated according to their FTE. This section does not apply to in-service days, District student early-release days, building in-service sessions, grade preparation days, or parent conference days.
  - b. The above preparation time will be considered protected time for an average of 150 minutes a week with a minimum of 30 minute blocks. This protected time is for preparation only, no District/building meetings with the exception of parent and student drop in.

4. Middle School and High School Preparation Time
  - a. Preparation time shall be one (1) full class period for a full-time teacher. Part-time teacher's preparation time will be prorated according to their FTE. In the event a middle school or high school instructional day is organized in classroom instruction blocks of time, preparation time shall be sixty (60) continuous minutes with the remainder of the block allocated for office time. This Article does not apply to in-service days, District student early release days, building in-service sessions, staff preparation or parent-conference days.
5. The workload assignment shall not require a member to extend his/her working hours beyond the regular workday more than twice a month (up to six (6) hours per month) without the consent of the member, **unless the District provides time-and-a-half overtime compensation or compensatory time off at a time-and-a-half rate.** The District will strive to provide as much notice as possible to the staff when scheduling after-school commitments. In consideration of the loss of preparation time and increase in work load which teachers will experience due to the contract modifications above, the parties agree that participation in school or District activities including in-service, committees or District or building meetings beyond the school day is not a measure of professional commitment.

#### Middle and High School Extra Duty Assignments

It is the intent of the District to get volunteers to help with track meets and dances, and every effort will be made to do this in lieu of using provisions in this article for dances and track meets. Staff members who chaperone dances sponsored by fund-raising clubs and organizations will be paid a stipend of \$10 per dance. This stipend will be paid from the proceeds by the sponsoring club or organization.

- a. Extended time compensation or compensatory time off applies only to extended working hours requested by District supervisors.
- b. The choice of compensation or compensatory time off shall be determined by the District.
- c. The extended working hour's limitation does not apply to Extra-Duty Assignments set forth in the Extra-Duty Schedule.

If the District determines it necessary, the member may be required to update School Master/Gradebook/Tyler SIS/Family Link, or the applicable software program that is in use, once a week.



*NOTE:* The District retains the right to implement Advisor Programs if it chooses as long as the program falls within the current terms and conditions of the relevant collective bargaining agreement and no increase in student contact time occurs.

C. Class Coverage for Elementary, Middle School and Senior High Schools

Members who volunteer to cover another member's class during their preparation period shall accrue compensatory time. Such compensatory time may accrue as follows:

1. For Middle School and Senior High, for each full class period covered, one (1) full period of compensatory time shall accrue. For Elementary, for each full hour covered, one (1) full hour of compensatory time shall accrue.
2. Accrual shall be unlimited but must be used by January 1<sup>st</sup> of the following school year.
3. For every five (5) periods in Middle School/Senior High, or five (5) hours in Elementary of compensatory time accrued or three (3) in schools with instructional blocks, the member may take one (1) full school day of paid leave or be paid at the substitute teacher rate of pay.
4. Leave taken under this provision shall be taken in increments of no less than full days.
5. Leave shall not be permitted during parent conference days and is subject to substitute availability on all other days.
6. No more than three (3) days of accrued compensatory leave for class coverage may be taken during a school year (September-June).
7. Twenty-four (24) hour advance notice to the building administrator is required to take paid compensation leave.
8. Prior approval of the building administrator is required before a member can be assigned another member's class.

D. Early Bird Classes

If any member agrees to teach a class before the beginning of the basic workday, the member shall be granted an equivalent amount of release time at the end of the school day.

E. Early Dismissal

A member may leave the school building 30 minutes prior to regular release time on the last working day of any week if the member has completed his/her supervisory and/or teaching responsibilities toward students, unless the schedule for the school in which the member is teaching requires attendance by the member at other activities.

F. Extended Contract

Work that is an extension of the regular contract work, i.e., counselors, shall be paid at the member's daily contract rate (annual salary divided by 190).

Bargaining unit work that is not an extension of the member's regular contract work, i.e., curriculum development, summer school, etc., shall be paid at an hourly rate based on the beginning salary step. The hourly rate shall be increased annually by the same percentage as the base salary.

G. Notice of Assignments and Schedules

Members within a building shall have the opportunity to place in writing their desires regarding the member assignments and schedules for the following school year. Final decision on all assignments and scheduling shall rest with the administration.

H. School Calendar

The Board shall set the annual school calendar. It shall show the days of required attendance, all scheduled holidays, and the starting and completion dates for the school year. It may exceed the Oregon Board of Education's Standards.

The Superintendent/designee will consult with the Association President, or his/her designee, before presenting the calendar to the Board for adoption. At its request, the Association will be allowed to express its opinion to the Board regarding the school calendar prior to the Board's adoption of the school calendar.

It is understood the Association will be consulted by the Board in the revision of the calendar in the event of a situation which may require a calendar change or extension.

I. Number of High School Teaching Assignments

Members in grades 9-12 shall be required to teach no more than three full classes per day if the school day is organized into instructional blocks or six (6) classes if organized into a seven (7) or eight (8) period traditional schedule.

The District has the right to assign some members outside their preparation field and reserves the right to continue to do so.

In all member assignments outside the regular classroom, the administration will seek input from staff, but administration retains the sole prerogative of making all final decisions and assignments.

J. Parent-Teacher Conferences

1. After hours' time to be compensated as equal time off as provided for in the District calendar;
2. \*Two (2) early release (ER) times throughout the year for elementary faculty for the purpose of preparation, follow through, and training. Staff may take up to one (1) hour dinner break scheduled between individual conferences.
  - \* The Contract Maintenance Committee may meet and review this language based on availability of Elementary PE preparation time in the 2016-2017 school year.
3. Up to two (2) early release (ER) times throughout the year for secondary faculty for the purpose of preparation, follow through, and training Staff will have a minimum one (1) hour dinner break between the end of the regular school day and the start of parent conferences.

K. Inclement Weather:

In the event school days are canceled due to inclement weather, members shall be paid for the days as if they were worked, but members shall not be required to report to work. The District shall have the right to schedule make-up days for any days lost due to inclement weather without providing additional compensation for such days.

L. All Klamath Adult Learning Center staff will have a 190 day contract with five (5) paid holidays. The KFEA/ KALC staff work year will be no more than a total of 1,387.5 work hours in a given year.

1. KFEA/KALC members will have the ability to flex their workday schedule as long as they have at least thirty minutes for lunch each weekday.
2. At the beginning of each school year KALC certified staff will meet with the Director of KALC and mutually agree upon a work schedule that meets the needs of KALC and does not exceed the workday/work year agreement of Article 15 of the KFEA contract.
3. The mutually agreed upon work schedule will be in writing and no changes will occur unless both District and KALC certified staff members mutually agree to the changes.
4. Any KALC certified staff that is less than full time, will have the appropriate prorated hours with the same flexibility for scheduling as full time employees of KALC.

M. Class Size and Composition

1. Employees and administrators agree that class size and total student daily contact impacts a quality educational environment. A District goal is to create a collaborative process to support teachers regarding class size, total student load, and class composition.

Employees and administrators will shape the process at their school for determining class composition size, and daily student contact. In determining class composition, employees and administrators will consider students with special needs, prior history from colleagues about meeting particular student needs, the impact particular students on the class itself, and any other trait exhibited by students that would influence instructional practice.

2. The administration will make good faith efforts to provide staff a draft form of the master schedule by August 1<sup>st</sup>.
3. Individual employees who find that their class size and composition creates a substantial imbalance will fill out the attached form (Student Class Size, Composition and Daily Contact Management form) in Appendix C. The completed form will go to the principal with a copy to the building representative. The principal and employee will meet to address the problem, including (but not limited to) the factors suggested for consideration in Section 3 of the Student Class Size, Composition and Daily Contact Management form. If the problem cannot be resolved, the employee will bring the problem to the attention of the District office.
4. At each year's October KFCS School Board meeting, the Superintendent will report on each school's plan toward achieving class size, composition and total daily student contact that maximizes student learning with resources available.

N. Intra District Travel Time

It may be necessary for members to travel from one work location to another work location during the school day. It is not the intent of the District to require that members travel during their prep period or their "duty free" lunch. If travel during a member's prep period or lunch is required, a mutually agreed upon resolution will be made between the member and the building administrator(s), to make up for the prep time and/or lunch time lost.

O. District Directed Travel Time

When District directed business, (workshops/conferences) requires members to travel outside their regularly scheduled (eight (8) hours, Monday –Friday) workday during the school year members will be compensated at the rate of \$10 per hour not to exceed \$50 a day.

When calculating the time spent working/traveling (e.g. up to 5 hours) any time the member spends on personal activities (e.g. visiting friends/family, sightseeing etc.) or delays associated with the travel (e.g. airlines, traffic jams etc.) will not be included in the calculation of additional work/travel time.

If the employee decides he/she would prefer to take time off in exchange for the additional work time spent traveling rather than receive the \$10 per hour payment, the member and the administrator will work out an arrangement that allows for the employee to schedule some time off based on one (1) hour for each hour traveled up to the maximum of five (5) hours. This must be arranged in advance and any time off will be scheduled to occur during non-student contact time.

## **ARTICLE 16**

### **SICK LEAVE**

- A. The District shall allow each school member ten (10) days sick leave at full pay each fiscal year for personal illness or injury, including maternity-related disability. Such sick leave shall be credited to said members on the first school day of the fall semester. In the case of members who begin service after the beginning of the school year, sick leave shall be credited on the first day of active teaching service and shall consist of one day for each payroll month remaining in the school year.
- B. Sick leave not taken shall accumulate. Sick leave accumulated in other Oregon districts shall be credited to new members after thirty (30) working days in the District. Each member shall be given an accounting of the member's used and accumulated sick leave by October 15<sup>th</sup>, February 15<sup>th</sup>, and June 30<sup>th</sup> of each school year. Members will be given an updated accounting of sick leave used and accumulated sick leave not later than the 10<sup>th</sup> of each month following a month in which sick leave was used.
- C. The sick leave allowance shall not apply, nor shall any sick leave benefits accrue, to the extent that employees are receiving compensation under the State Accident Insurance Fund for loss of time caused by accidental injury on the job while employed by the District. Since State Industrial Accident Commission benefits, if applicable, may not be determined for some time, and it is in the interest of the District and the employees to assure the employees of benefits and thereby reduce any hardship during such period of time, the clerk is hereby authorized to advance such leave benefits. In consideration of such advance of sick leave, the member agrees to reimburse the District and authorizes the clerk to withhold such amount of sick leave advances to the member who is covered by State Accident Insurance. The clerk is authorized to reinstate once, on a dollar amount or a prorated basis to the nearest half day, the sick leave credit that was covered by State Accident Insurance Fund. In the event that member does not reimburse the District by payment or withholding, the clerk shall report such fact to the Board.
- D. Accumulated sick leave credit at reemployment following voluntary termination shall be restored at reemployment.
- E. At the option of the Board of Directors, sick leave in excess of five (5) consecutive school or workdays shall be allowed only upon certificate of the member's attending physician that illness or injury prevents the member from working.
- F. Members who anticipate illness and disability during the school year shall promptly notify the District of such upon verification of physician. The District may require periodically a physician's certificate that a member can perform member's duties prior to and after anticipated illness and disability.
- G. KFEA and the District agree that consistent attendance by all faculty members is desirable. To encourage both consistent attendance and district wellness initiatives KFEA agrees to work in partnership on the following:

Not including absences previously discussed with supervisor or noted under Section F of this Article, the building administrator and representative of KFEA will meet jointly with members who have five or more sick leave absences by the end of the first semester. This meeting is for the sole purpose of increasing awareness of the importance of consistent attendance, encouraging regular faculty attendance, and providing support or problem solving as necessary. The meeting is not disciplinary and KFEA representative is present to support consistent attendance as a shared value between both parties.

This meeting may take place prior to the end of the first semester at the point that five days of sick leave are taken.

#### H. Sick Leave Donation Program

1. The District will not limit the number of medical emergencies in any given year. This leave is available to employees for care of their immediate families as defined in Article 18.
2. The District and the Association agree that there are times when an employee may need additional leave days should a serious health care condition cause an employee to exhaust his/her accumulated sick leave days, personal leave days and vacation days. A serious health condition is defined by state and Federal FLMA or as an extraordinary life threatening severe illness, injury, or impairment which has caused or is likely to cause the employee to take leave without pay or terminate his/her employment. This would also include a serious health condition of an immediate family member as defined by FMLA or Oregon FMLA.
3. The District and the Association further agree that employees may apply for the use of up to forty (40) additional leave days during a school year under the following conditions:
  - a. The employee must have used all his/her accumulated sick leave.
  - b. The employee must have used all his/her personal leave.
  - c. The employee must not be eligible for the lost time compensation under Workers' Compensation.
  - d. The employee has been absent for five (5) consecutive days or demonstrates a continuing patterns of absence because of a serious health condition.
  - e. The employee must complete an application form and submit it to the Personnel Director.
  - f. The employee must present a physician's statement of illness and other documentation as required.
4. It is agreed that the completed application, physician's statement and any other documentation will be reviewed by a committee composed of the Klamath Falls City School's Personnel Director, the Association President and Association designee.

5. The committee will determine whether donated leave for the individual will be granted. The committee must be in agreement (two out of three) in order to establish donated leave for an individual member. If donated leave is not granted the member shall be notified. The action of the committee shall not be grievable or subject to appeal.
6. If donated leave is established for the member, a letter will be sent from the Personnel Director confirming the leave.
7. This leave is limited in scope to Klamath Falls City School's licensed employees who voluntarily donate sick leave hours using the form provided.
8. District employees may donate sick leave to their immediate family members who are also employees of the District.
9. Each employee may donate up to twenty-four (24) hours of sick leave in four (4) hour increments.
10. Unused donated sick leave hours will be returned at the end of the school year. This will be determined by the order they were received by the District. The District will notify donors in writing of any unused personal leave to be returned.
11. Not more than forty (40) donated sick leave days will be used by the employee in any one school year.



## ARTICLE 17

### **PERSONAL/FAMILY ILLNESS LEAVE**

#### A. Personal Leave

1. Each member may use two (2) school days per year (non-accumulative) when required, to transact personal, business or legal matters which cannot be handled at any time other than a school day. No specific reason needs to be given. Anticipated absences must always be arranged with the building principal in writing at least twenty-four (24) hours in advance. Leave will not be permitted during parent conference days.
2. Personal leave is conditioned upon the availability of substitutes. Neither day will be at a cost to the member.
3. Up to two (2) days' pay at the established substitute's rate will be paid to any member for any personal leave day(s) not used during a contract year.
4. This amount shall be included in the member's last salary check for the school year.

#### B. Family Illness Leave

Family illness leave shall comply with all provisions of the Federal and Oregon Family Medical Leave Act except as listed below:

1. Sick leave with full pay as per the provisions of the Act shall be allowed for members of the immediate family during any school year. The number of days allowed are:
  - a. Spouse of the member - five (5) days
  - b. Children of the member - unlimited as per provisions of the Act
  - c. Parents of the member - five (5) days
2. Sick leave for the illness of other family members and additional family illness leave days may be granted in unusual circumstances on an individual basis, at the discretion of the Superintendent/designee and the principal of the school in which the member is employed. The granting of such leave shall not be considered to entitle any other member in like or similar circumstances to a similar leave.
3. Days used for family illness leave shall be charged against the member's accumulated sick leave. In no instance would the number of days so granted exceed the number of sick leave days accumulated.

- C. Additional leave, unpaid, for personal use may be granted upon request, not to exceed ten (10) days per year per member.

## **ARTICLE 18**

### **BEREAVEMENT LEAVE**

- A. Upon the death of an immediate family member living in a member's household, the member shall be entitled to five (5) consecutive school days leave without loss of pay.
- B. Upon the death of an immediate family member not living in the member's household, the member shall be entitled to three (3) consecutive school days leave without loss of pay. An additional two (2) days, to be taken consecutively with the first three (3), will be granted if travel time is needed due to distance. The purpose of this leave is to allow the member the necessary time to attend the funeral and to take care of necessary arrangements.
- C. Immediate family members means: spouse, children, (including step, foster, and adopted), parents, grandparents, grandchildren, fathers-in-law, mothers-in-law, brothers, sisters, brothers-in-law, and sisters-in-law.
- D. Leave for the death of other persons or additional days of bereavement leave may be granted in unusual circumstances on an individual basis at the discretion of the Superintendent/designee and the principal of the school in which the member is employed. The granting of such leave shall not be considered to entitle any other member in like or similar circumstances to a similar leave.
- E. Bereavement leave shall not accumulate, nor is it limited to any number of deaths during any school year.

## **ARTICLE 19**

### **LEGAL LEAVE**

- A. Time necessary for appearances in any legal proceeding connected with the member's employment or with the school system shall be at full salary. This provision shall not apply in any legal proceedings initiated by or on behalf of a member against the District.
- B. If a licensed member should be subpoenaed to appear as a witness in a civil or criminal case in court, or serve jury duty, such time shall be paid leave.
- C. The District will grant full pay for mandatory legal leave provided the member turns over any witness or jury fees to the District.

## ARTICLE 20

### EXTENDED PROFESSIONAL DEVELOPMENT

A. Purpose:

The purpose of Extended Professional Development is for the District/Board to provide licensed employees the opportunity of requesting additional non-required Professional Development of their choosing, which will provide value to the education of students.

B. Committee

The Joint Committee that oversees this program will be comprised of three (3) licensed teachers selected by the KFEA President from each educational level, the District Federal Program Director and an Administrator selected by the Superintendent. The Committee will meet by May 1<sup>st</sup>, and throughout the year as necessary, to evaluate and review professional development proposals.

This committee will develop the necessary criteria to be used for this process which will entail: District/School Goals, frequency of use by individual and education level, dates of applications, as well as any other criteria deemed necessary by this committee for this program.

C. Funding:

The funding for this program will be established each school year from the carryover funds from the **Tuition Reimbursement Program** of the previous year, and any additional District funds necessary to bring the total to \$5,000.

If the committee determines the funding need is higher as a result of the number of applications for this program, the committee may request of the District to add additional funding after exhausting other District staff development resources.

The decisions of the Joint Committee are final and binding and are not subject to Article 5, Grievance Procedure of the Agreement.

## ARTICLE 21

### UNPAID LEAVE OF ABSENCE

A. International and Federal Programs

A leave of absence without pay for one school year shall be granted to any contract member upon application for the purpose of participating in an exchange teaching program, Peace Corps., Teacher's Corps or Job Corps as a full-time participant in such program or a cultural travel or work program related to the member's professional responsibility.

B. Direct Exchange Program

For direct exchange programs, the Fulbright Program will be approved automatically. The OEA/OACE: New Zealand-Australia Program and the Central Bureau (United Kingdom) Program may be applied for directly to the school Board. In these three (3) programs, if approved, the District will pay the salary and benefits of the member for the year of leave, and the member will be advanced one (1) year on the salary schedule for this year. No more than one (1) per school or two (2) per District shall be granted in any school year.

C. Professional Study

A leave of absence without pay for one school year shall be granted to any contract member upon application for the purpose of engaging in study at any accredited college or university, reasonably related to the member's professional responsibilities.

D. Association

A leave of absence without pay for one (1) school year shall be granted to one (1) permanent member of the District upon application of the Association, for the purpose of serving as an officer of the Association or on its staff.

E. Political

A leave of absence without pay not to exceed one (1) school year shall be granted to any permanent member upon application for the purpose of serving in a public office.

F. Child Care

A leave of absence without pay shall be granted for one (1) school year to any member upon application for the purpose of childcare.

G. General

A one (1) year leave without pay will be granted upon request to any member after five (5) consecutive years' employment. Such member will be eligible for additional unpaid leave after five (5) consecutive additional teaching years.

H. Upon return from a leave granted under this article, a member will be considered as if actively employed by the District during the leave except it shall not apply to probationary members for contract status. Members shall be placed upon the salary schedule as education status and years of service dictate, without credit for the time spent on leave.

I. The District shall be required to grant no more than twenty (20) unpaid leaves per year. No more than two (2) members per department per building shall be granted such leave.

J. Leaves shall be granted on the basis of earliest request.

K. Application for such leaves shall be made prior to April 15<sup>th</sup>.

L. Each member who takes an unpaid leave of absence must notify the District in writing no later than March 1<sup>st</sup> of the school year the leave is taken of his/her intent to return to full employment.

M. In taking any of the above-mentioned unpaid leaves of absence, no member shall forfeit any rights afforded them under ORS 342.805 through 342.955 (Fair Dismissal Law). Upon return from any of the above mentioned leaves, the member may be placed in a position similar to that which the member held at the time said leave commenced or a position for which he/she is licensed. The administration shall make the assignment.

N. For professional leaves the deadline for application is April 15<sup>th</sup>, but the member may just file a letter of intent by April 15<sup>th</sup>, and the District will give the member until May 15<sup>th</sup>, if needed, to finalize the arrangements.

O. Conditions of Unpaid Leave of Absence

1. As a condition of granting an unpaid leave of absence, the following shall be applicable: If a member, during the period of unpaid leaves of absence, secures unemployment benefits which are chargeable to or reimbursable by the District, the member shall be subject to the termination of any rights that would accrue to the member from such unpaid leave of absence.

2. A member will not be granted a general leave of absence for the purpose of working in a teaching/administrative position. In the event a member secures a teaching/administrative position following the request and approval for a general leave of absence, the member will resign from the District.

## ARTICLE 22

### PROFESSIONAL COMPENSATION

#### A. Professional Compensation

1. The professional compensation of members employed by the District is set forth in Appendix A. Placement on the schedule will be according to number of prior years' experience allowed and educational level as verified to the District.
2. For the 2015-2016 school year, bargaining unit members will receive a 2.3% COLA increase in accordance with the salary KFCS/KFEA schedule attached in Appendix A-2.

For the 2016-2017 school year, bargaining unit members will receive a 2.3% COLA increase in accordance with the KFCS/KFEA salary schedule attached in Appendix A-3.

For 2017-2018 the District and KFEA will re-open the Compensation Article before June 30, 2017.

3. Extra duty compensation of members employed by the District is set forth in Appendix B.
4. Members shall be awarded credit for teaching experience outside of the District, as determined by the District, but not to exceed actual years of experience.
5. This salary schedule is based upon 190-day contract year with the number of instruction days specified in the calendar adopted for each year. Members working on extended contracts shall have salary prorated to length of contract by adding to the salary determined for a regular 190-day period an amount which is equal to the product of the number of days worked in excess of 190 and 1/190 of the contract salary for 190-days.
6. If a member completes the approved necessary credits for advancement to a higher educational level on the compensation schedule, an adjustment in placement on the schedule will be made. This adjustment will be effective in the appropriate school year only if the member notifies the Superintendent/designee in writing prior to October 15<sup>th</sup> of said year with proper verification of having successfully completed the approved course work.
7. A member shall be advanced one step on the salary schedule based upon satisfactory performance for each school year.
8. For the purposes of salary schedule advancement, one (1) year of experience shall be defined as 110 or more working days of satisfactory teaching employment, one-half (1/2) day or more, of the same school year in the District.

9. During each school year of the term of this contract, each member who has been teaching in Klamath Falls City Schools for a period of seven (7) years or more and who does not advance on any salary column from his/her position during the previous year and does not advance to another salary column, either because of additional education or because of additional experience, will be paid 3% of that year's base salary in a lump sum, separate check payment no later than June 1<sup>st</sup> of the contract year; provided, however, that a member who notifies the District at the beginning of a school year of his/her intent to retire during or at the end of that year shall have the option to receive one-ninth (1/9) of 3% of the base salary during each month of his/her employment.
10. Speech language pathologists will receive an annual stipend of \$5,000. This will be retroactive to 7/1/08.
11. The District will provide a \$5,000 signing incentive for difficult to fill positions. These positions will be identified on an annual basis by the Contract Maintenance Committee by February 1<sup>st</sup> of each year.

The signing incentive will be paid to the successful candidate over a two year period. The candidate will have a choice of having the incentive paid on a monthly basis or in two lump sums of \$2,500 in his/her September pay check.

12. Employees who have multiple endorsements and are using these multiple endorsements in their assigned teaching assignment will receive an annual stipend equal to 2.5% of the base (BA Step 0) This will be retroactive to 7/1/08.
13. Professional Compensation  

Elementary teachers (not including special education teachers, or specialists such as music teachers) who teach split classes seventy-five percent (75%) or more of the day in their teaching assignment, will receive an annual stipend equal to 2.5% of base salary schedule (BA+0 Step 0). Half-time teachers will earn half of the stipend (1.25% of the base salary schedule) if seventy-five percent (75%) of their classes are split.

**B. Professional Development Tuition Reimbursement Program**

1. The District will provide a fund of \$20,000 per year to be used by members for reimbursement of expenses related to continuing education in their teaching profession.



**ARTICLE 23**

**INSURANCE**

A. The District shall contribute up to the following amounts toward OEBB insurance premiums. Members married to another Klamath Falls City School employee (Dual employees) within the KFCS shall be entitled to one (1) full family or one (1) two party medical benefit per couple plus a \$200 stipend per employee (\$400 per couple) to be included in the October paycheck.

1. Insurance Premiums 2015-2016 and 2016-2017 Maximum Contributions by District

	<b><u>2015-16</u></b>	<b><u>2016-17</u></b>
Full Family Maximum Contribution	\$1,636	\$1,718
Employee/Spouse Maximum Contribution	\$1,152	\$1,210
Employee/Child Maximum Contribution	\$1,009	\$1,059
Employee Only Maximum Contribution	\$529	\$555

The District contribution towards insurance premiums will increase by 5% over the 2014-2015 contribution beginning October 1, 2015 and ending September 30, 2016.

The District contribution toward insurance premiums will increase 5% over the 2015-2016 contribution beginning October 1, 2016, and ending September 30, 2017.

For 2017-2018 the District and KFEA will re-open the Insurance Article before June 30, 2017.

2. The District may provide this insurance through the insurance company of its choice, but in the event the District intends to change to another insurance company, it shall meet and confer with the Association before executing the change.
3. The District does not guarantee against unilateral changes in benefits initiated solely by the insurance carriers (companies). In the event of carrier-initiated benefit or program changes during the life of this Agreement, the parties agree to bargain, upon demand, over potential changes in the benefit package or carrier.
4. The District will establish a District Health Insurance Committee. This committee will be under the direction of the Superintendent/designee and will consist of employees representing each union or association within the District. The number of committee members will be prorated by the number of members in each group (1 per every 50 members). The committee will make recommendations for benefit changes by June 1<sup>st</sup> of each year and review the insurance contract at least annually.
5. Long-term disability insurance shall be provided at a cost to the District of not more than \$15.00 per month per eligible member. In the event \$15.00 per month

is not sufficient to cover the actual cost of the program of long-term disability selected by the Association, the member shall pay the difference between actual and \$15.00 above through payroll deduction.

6. Members married to members within the unit shall be entitled to one (1) family or one (1) two-party medical benefit per couple. The event of a contract change is classified as a qualifying event for the change of health insurance plans.
    - a. Upon termination of a marriage, affected employees shall be entitled to full coverage for themselves and eligible dependents.
    - b. Members who are married to members employed by Klamath Falls Schools shall both receive dental and vision coverage.
  7. If the District maximum contribution does not cover the full premium payment, members will be responsible for the remaining balance of the premium. The remaining balance for premium will be automatically deducted from monthly pay.
  8. The District will continue to make available a Section 125 Cafeteria Plan for all employees (i.e. Manley).
- B. It is understood and agreed that any employees eligible for insurance coverage under any state offered health plans that do not meet the requirements for eligibility under this contract will not receive any district contribution. Furthermore, by enrolling in any of the plans he/she agrees to a payroll deduction for the full premiums of selected plans including any administration fees.
- C. There will be no “unused employer contribution” to be used toward other coverage’s and no funds will be paid as cash. The District and the Union agree premiums shall include any administrative fees. Any administrative costs assessed by OEBC shall be considered to be part of premium costs for the insurance program and are subject to the same contribution limitations stated above. The District will not be responsible for any costs associated with the insurance program beyond the negotiated contribution.
- D. Subject to state law and the rules and regulations of the insurance carrier, bargaining unit members may waive insurance benefits the employee would otherwise be entitled to in accordance with this Article. Members who waive insurance benefits in a timely manner will not have any employee contribution towards insurance withheld from their paychecks for the duration of the waiver. Employees will not be entitled to any alternative financial compensation in lieu of the District’s premium contributions and the District will have no other obligation to the employee or the bargaining unit as a result of a member’s decision to waive insurance benefits.

## ARTICLE 24

### WORKING CONDITIONS

- A. The District and the Association recognize the need to be proactive and establish a positive school climate for the good of the educational process. Therefore, the District shall include in their annual in-service program current and pertinent data on teacher, student, and school rights.
  
- B. School Climate Committee:
  - 1. Each year the District and the Association will form a committee which shall meet regularly to review Oregon Revised Statutes, review current policy, gather and disseminate information and identify possible in-service topics. The committee will submit to the Board suggested policy revisions that enhance a productive and safe school climate.
  
  - 2. Membership shall consist of four (4) administrators appointed by the District and four (4) members appointed by the Association and no more than two (2) Board members appointed by the Board.
  
- C. Licensed staff shall be informed of students who evidence behaviors that could present a safety problem to the students or staff when the District is aware of such information. When requested, licensed staff will be provided with specific information about the known behavior pattern(s) of the student(s) and suggested strategies for managing these behaviors.

## **ARTICLE 25**

### **FUNDING**

If the District is unable to fund the economic provisions of this Agreement, the entire Agreement shall be reopened for negotiations and the parties shall retain all rights and duties afforded under ORS Chapter 243 (PECBA). Bargaining shall be pursuant to ORS 243.698, 90 day interim bargaining.

## ARTICLE 26

### **RETIREMENT**

Both parties agree that the retirement Article 28 will not be open for negotiation for at least 10 contract years (2018 negotiations).

- A. For members retiring before July 1, 2010
  - 1. Any member shall be eligible for early retirement benefits when he/she has:
    - a. (30) years in the Public Employees Retirement System (PERS), or
    - b. Reached age fifty-five (55) prior to the start of the second semester or by June 30<sup>th</sup> of the school year; and has taught in the Klamath Falls City Schools for no less than ten (10) years. The ten years need not be consecutive, but at least ten (10) years must be served after the age of forty (40), and the last year must be just prior to retirement in the Klamath Falls City Schools.
  - 2. Once a member has met the requirements specified in Section A-1 and decides to retire, the following retirement benefits will be provided by the Klamath Falls City Schools:
    - a. Members will be paid one month's salary computed on retirement year salary (1/12). The payment of one month's early retirement salary may be distributed over the last year's salary as opposed to a lump-sum payment to members that indicate they will retire at the end of the year if notification is given on or before September 1<sup>st</sup> of the school year they plan to retire. A lump-sum payment will be available for those who choose.
    - b. The District will provide a monthly stipend beginning in the month following retirement of \$622. This monthly stipend established at retirement will continue until the member becomes age sixty-two (62).
    - c. The District shall contribute up to the maximum contribution for employee/spouse insurance received by active members until the retiree becomes age sixty-five (65). Such medical coverage shall be the same as that provided through the group plan for members employed by the District.
    - d. The insurance benefit will begin in the month immediately following retirement.

- B. For members retiring on or after July 1, 2010 but prior to July 1, 2020
1. Any member shall be eligible for early retirement benefits when he/she has:
    - a. (30) years in the Public Employees Retirement System (PERS), or
    - b. Reached age fifty-five (55) prior to the start of the second semester or by June 30<sup>th</sup> of the school year; and has taught in the Klamath Falls City Schools for no less than fifteen (15) years. The fifteen years need not be consecutive, but at least ten (10) years must be served after the age of forty (40), and the last year must be just prior to retirement in the Klamath Falls City Schools.
  2. Once a member has met the requirements specified in Section B-1, and decides to retire, the following retirement benefits will be provided by the Klamath Falls City Schools: (members must choose from one of two plans no later than June 15, 2010)  
Plan 1 = a,b,c,d Plan 2 = Section C: TSA program.

Plan 1

- a. Members will be paid one month's salary computed on retirement year salary (1/12). The payment of one month's early retirement salary may be distributed over the last year's salary as opposed to a lump-sum payment to members that indicate they will retire at the end of the year if notification is given on or before September 1<sup>st</sup> of the school year they plan to retire. A lump-sum payment will be available for those who choose.
- b. The District will provide a monthly stipend beginning in the month following retirement of \$622. This monthly stipend established at retirement will continue for a maximum of seven (7) years, or until the member becomes age sixty-two (62), whichever comes first.
- c. The District shall contribute up to the maximum contribution for employee/spouse insurance received by the employee in the year of their retirement for a maximum of ten (10) years, or until the retiree becomes age sixty-five (65), whichever comes first. Such medical coverage shall be the same as that provided through the group plan for members employed by the District.
- d. The insurance benefit will begin the month immediately following retirement.

Or Plan 2

Employees may choose TSA program offered in Section C and need not qualify under B1 to retire.

C. TSA Programs – need not qualify under A1 or B1 to retire.

Employees who wish to opt out of either Section A or B must make an election no later than June 15, 2010 as to whether they are going to continue in the current early-retirement program or opt for the new transitional tax-deferred compensation program. This election is irrevocable once the employee makes a choice. The tax-deferred compensation program (e.g. 403 (b) program) will require a matching contribution from the employee in order to receive the District's contribution. Contributions shall be pro-rated for less than full-time employees. For all TSA options, members qualify based upon the number of years worked in the district. Example: a member who has completed 3 years of contract teaching will qualify as a 4 year employee upon the beginning of the next contract's start. The contribution will be structured as follows:

1. For members having between 14-17 years of service as of July 1, 2010, these retirement benefits will be provided by the Klamath Falls City Schools as a matching TSA program as follows:
  - a. \$120/month
  - b. Members will be paid one month's salary computed on retirement year salary (1/12). The payment of one month's early retirement salary may be distributed over the last year's salary as opposed to a lump-sum payment to members that indicate they will retire at the end of the year if notification is given on or before September 1<sup>st</sup> of the school year they plan to retire. A lump-sum payment will be available for those who choose.
2. For members having between 10-13 years of service as of July 1, 2010, these retirement benefits will be provided by the Klamath Falls City Schools as a matching, stair-stepping, TSA program as follows:
  - a. 10-23 years of service - \$80/month  
24+ years of service - \$100/month
  - b. Members will be paid one month's salary computed on retirement year salary (1/12). The payment of one month's early retirement salary may be distributed over the last year's salary as opposed to a lump-sum payment to members that indicate they will retire at the end of the year if notification is given September 1<sup>st</sup> of the school year they plan to retire. A lump-sum payment will be available for those who choose.

3. For members with less than 10 years in the District as of July 1, 2010, these retirement benefits will be provided by the Klamath Falls City Schools as a matching, stair-stepping, TSA program as follows:
  - a. 4-9 years - \$25/month  
10-15 years - \$35/month  
16-25 years - \$50/month  
26+ years - \$80/month
  - b. Members will be paid one month's salary computed on retirement year salary (1/12). The payment of one month's early retirement salary may be distributed over the last year's salary as opposed to a lump-sum payment to members that indicate they will retire at the end of the year if notification is given September 1<sup>st</sup> of the school year they plan to retire. A lump-sum payment will be available for those who choose.
- D. Members who retire effective during or at the conclusion of the school year may elect before September 20<sup>th</sup> of the school year to be paid on a (9) nine-month basis instead of a (12) twelve-month basis.
- E. Notice of retirement (resignation) shall be provided to the District no later than sixty (60) days prior to the actual date of retirement (resignation).
- F. Resignation shall not be revocable.
- G. Members must retire and begin drawing PERS or be eligible to draw PERS (work no more than 1039 hours in a job covered by PERS, etc.) to continue to draw benefits as described in Sections A and B.
- H. Benefits will begin the following month for those retiring.
- I. The early retirement plan terminates upon the death of the member.



## ARTICLE 27

### DUES AND PAYROLL DEDUCTION

- A. Any Association member may sign and deliver through the Association to the Superintendent/designee an assignment authorizing deductions of membership dues in the KFEA/OEA/NEA. Such authorization shall continue in effect from year to year, unless revoked in writing as hereinafter provided. Pursuant to such authorization, dues will be deducted for eleven (11) months in the following manner:
- a. Local (KFEA) dues would be deducted from the September payroll.
  - b. NEA/OEA dues will be deducted beginning with the October payroll and will be deducted over the next 10 pay periods.
  - c. Deductions for members who join the Association after the commencement of the school year shall be appropriately prorated so that payments will be completed by the following July.
- B. Withdrawing the payroll deduction for such dues may be accomplished by writing a letter to the office of the Association and to the office of the Superintendent/designee and delivered prior to the first day of October of any year.
- C. A list of employees on Association dues deduction shall be sent to the Association, together with the remittance due to the United Teaching Profession (i.e., local-OEA/OACE-NEA), within five (5) days after the monthly salary check has been received by the members of the District. The Association agrees promptly to advise the Superintendent/designee of all members of the Association in good standing from time to time, and to furnish any other information needed by the Superintendent/designee to fulfill the provisions of this article, and not otherwise readily available to the District.
- D. Upon appropriate written request from the member, the District shall deduct from the salary of any member and make appropriate remittance for the following approved deductions:
- Savings Bonds
  - Credit Union
  - Tax-sheltered Annuities
  - United Way
  - OEA Foundation
  - Other mutually-agreeable deductions
- Requests for addition or deletion of any of the six (6) listed items for payroll deduction may be made monthly, prior to the District monthly payroll, except tax sheltered annuities which shall be according to law.
- E. The District will continue to make available a Section 125 Flex Plan.

F. Fair Share

1. To assure that members covered by this Agreement are adequately represented by the Association, the District shall deduct an amount equal to one-eleventh (1/11) of the dues of the Association, including the OEA/OACE and NEA dues each month, from the pay of each member who is not a member of the Association beginning with the paycheck for the month of September and remitted monthly as a fair-share fee commensurate with the cost to the Association of collective bargaining and contract administration.
2. Any member who has not requested payroll deduction of Association dues under this article or who has not licensed to the District that he/she has paid his/her 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 first day of October. The Association agrees to indemnify, reimburse, defend and hold harmless the District and its agents and employees from any and all claims, lawsuits, judgments, damages, losses and expenses, including reasonable attorney's fees, which it or its agents and employees may suffer as a result of implementing this article.

**ARTICLE 28**

**NOTICE**

Notice required to be given under this Agreement shall be by regular mail as follows:

- A. Klamath Falls City Schools  
1336 Avalon  
Klamath Falls, OR 97603
  
- B. Klamath Falls Education Association  
6350 South Sixth Street  
Klamath Falls, OR 97603

The commencement of running of time shall be when actually received by personal delivery or by depositing the notice in the United States mail addressed to the other party.

## ARTICLE 29

### **REDUCTION IN FORCE**

- A. The Reduction in Force article shall apply to all releases, layoffs, or terminations for non-personal reasons. Nothing in this article is intended to modify the discretion of the school board to non-renew probationary members under the Fair Dismissal Law (ORS 342.835) for any reason deemed in good faith sufficient so long as such reasons are personal to the member.
  
- B. The District shall determine when a reduction in force is necessary and which programs shall be affected. When considering a reduction in force, the District shall, insofar as reasonably practicable, provide forty-five (45) calendar days written notice prior to the end of the school year to the Association that such reduction in force is under consideration and shall specify which program areas are being considered. At least thirty (30) calendar days prior to individual lay-off notices being issued, a complete bargaining unit seniority and certification list shall be provided to the Association. Individual lay-off notices shall be issued no later than twenty (20) calendar days prior to the end of the school year. If reduction of force is necessary at midyear, the District shall, insofar as reasonably practicable, follow the sequence/timing of the procedure as outlined.
  
- C. In conducting a layoff under this Article, the District will first determine the program(s) or area(s) scheduled for reduction or elimination.
  - 1. After such determination, the District will make every reasonable effort to transfer members in such program(s) or area(s) to other vacant positions for which they are properly licensed.
  - 2. The District will make every reasonable effort to combine positions in a manner which allows members to remain licensed so long as the combined positions meet the curricular needs of the District.
  - 3. Layoffs will be based upon the criteria set forth in Section D.
  
- D. In the event the District, in its discretion, determines that a layoff is necessary, then it will determine the members to be retained by means of the following criteria:
  - 1. A determination of whether the members to be retained hold the proper licensure to fill the remaining position(s).
  - 2. A determination of the seniority of the member to be retained. "Seniority" shall be measured from the first day on the job for pay purposes inclusive of approved leaves of absences. The seniority of members with the same hire date will be determined by a one-time drawing of "lots". The drawing will occur by October 1<sup>st</sup> of each school year and will include all members hired that year. The drawing will be held in the presences of the KFCS Personnel Director and the KFEA President. Once seniority within each hire year has been established, it

becomes permanent and will follow the member throughout their employment in the District. If an employee resigns from the District and is rehired at a later time, seniority for the purpose of RIF is calculated using the most recent hire date. Once recorded, copies of the updated seniority list will be available at both the KFCS Personnel Office and the OEA Office.

3. A determination of the competence of a member being retained.
  - (a) “Competence” means the ability to teach a subject or grade level based on recent teaching experience related to that subject or grade level within the last five years, or educational attainments, or both, but not based solely on being licensed to teach.
  - (b) If the District desires to retain a member with less seniority than a member being released under this section, the District will show that the member being released does not meet the definition of competence.
4. In the event two or more members are licensed and competent, seniority will prevail.

#### E. Recall/Termination Rights

1. Any member released, laid off, or terminated under this article shall have the right of recall for any position created or vacant for twenty-seven (27) months after the actual date of release, layoff, or termination.
2. A permanent member under the Fair Dismissal Law who is recalled shall retain the permanent status obtained before the release, termination, or lay off under this article. A probationary member under the Fair Dismissal Law who is recalled shall have the years taught for the District counted as if the employment has been continuing for purposes of obtaining permanent status.
3. Members shall be recalled under this article in reverse order of release, lay off, or termination, subject to the requirement that the member be licensed and competent for the position. The member's licensure and competence for recall purposes shall be the license held as of the original lay-off notification.
4. Notice of an offer of recall shall be by licensed mail, return receipt requested, to the member's mailing address registered with the District's Personnel office. A copy of the notice of offer to recall shall be mailed at the same time to the Association.
5. To accept an offer of recall, the member must indicate acceptance within twenty (20) days of receiving the notice of recall. Notwithstanding, a recalled member will have up to 60 calendar days to return to district employment if that recalled member is, at the time of recall, employed by another school District and is required to give 60 days' notice of intended resignation to the other school

District. If such a recalled member is released from the employment contract with the other school District, then such recalled member must return immediately to District employment.

6. A member shall lose the right to recall by resigning or failing to accept an offer of recall to an equivalent (part-time/full-time) teaching position. However, acceptance or non-acceptance of an offer of recall to a teaching position of less than the equivalent (part-time/full-time) position shall not cause the member to lose recall rights to an equivalent (part-time/full-time) position.
  7. Members released, laid off, or terminated under this article shall have the right to continue participation in the group medical insurance plan provided they pay the regular monthly premiums. The term of this right shall coincide with the term of any member's recall rights under this Article and shall terminate when the member's recall rights terminate.
- F. The parties intend that this article is subject to all of the mandatory requirements of the Fair Dismissal Law and other applicable mandatory requirements of the Fair Dismissal Law and other applicable statutes, and nothing in the article shall be interpreted in a manner inconsistent with such legal requirements. In the event of such conflict, such legal requirements shall control over any language of this article in conflict, and such language shall be of no effect. In areas where the statutes allow District discretion, the parties do intend and agree that such discretion will be exercised in a manner strictly consistent with this article.

## **ARTICLE 30**

### **EFFECT OF AGREEMENT**

- A. The parties agree that during the life of this Agreement, the other shall not be obligated to negotiate or bargain collectively with respect to any subject or matter, whether referred to herein or not, even though such subject or matter may not have been in the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement. These terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written amendment executed according to the provisions of this Agreement.
- B. Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the Agreement if not affected by the deleted article, section, or clause.
- C. Any individual contract between the Board and an individual member heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- D. The Board and Association agree that all differences between them shall be resolved by the orderly procedures provided herein, or shall remain unsolved in the event of inability to agree in good faith, and that the school program shall not be interrupted by the Association or the members and that they will not participate in, encourage, or support any interruption of professional services in whole or in part from the full, faithful and proper performance of the member's duties.
- E. All references to persons in this Agreement designate both sexes and when the female or male gender is used, it shall be construed to include both male and female.
- F. No member by the signing of this agreement shall suffer a reduction in wages, fringe benefits, or other established conditions traditionally thought to be an economic benefit.

## ARTICLE 31

### TUITION REIMBURSEMENT PROGRAM

The District and the Association agree that continuous professional development for licensed employees provides value to the education of students, and benefits employees as they maintain their certifications and endorsements.

A. Fund Establishment: The District shall establish each year, a separate Tuition Reimbursement fund in the amount of \$20,000 per year.

1. Disbursement Procedures

- a. Licensed members may apply for reimbursement upon submission of receipts transcripts, or grade cards for tuition, books, registration fees, or other associated expenses directly related to the course (i.e. lab fees). Travel, mileage, lodging, parking, telephone, and other indirect expenses are not eligible for reimbursement.
- b. Reimbursement for all courses will be granted only for those courses directly related to the applicant's assignment, unless approval of the Review Committee is granted.
- c. Reimbursement will be provided for coursework completed during the previous Academic Year (Fall-Winter-Spring-Summer terms).
- d. No member may be reimbursed more than \$2000 during any one school year.
- e. Requests for reimbursements must be submitted to the District Personnel Office not earlier than Sept 1, and no later than October 15 of each year, with disbursement of funds completed no later than December 1 of the same year.
- f. In order to be eligible for reimbursement the member must be employed by the District during the previous and current school years.
- g. If reimbursement request exceed the available funds in the program, all requests will be pro-rated by equal percentage factor until the sum of all request in equal to \$20,000.
- h. The requests for reimbursement will be reviewed by a Review Committee composed of the KFEA President, and Association Designee, and the District Personnel Director or Superintendent's designee.



## ARTICLE 32

### **RETIRED TEACHERS WHO ARE REHIRED**

- A. All contractual rights and benefits under the Collective Bargaining Agreement will be afforded to re-employment unit members, except those rights and/or benefits expressly set forth below as exclusions.
1. Employees who retire from the Klamath Falls City Schools and who are subsequently re-hired will be employed under the following conditions:
  2. Employees will be employed as a temporary teacher for the remainder of the school semester or year.
  3. Employees will receive the early retirement benefits contained in Article 28 of the Agreement.
  4. Employees will receive his/her current contracted salary for a period not to exceed his/her current contracted year.
  5. Member will receive one (1) day of paid sick leave per contract month (cumulative) at the beginning of service period.
  6. Employees will be reimbursed for their personal leave day(s) if they have not used them prior to their retirement.
  7. Employees will not be provided with long-term disability insurance or paid holidays.
  8. The date that the employee retires will end the employee's entitlement to the longevity pay benefit.
  9. Employees will not be eligible for the Sick Leave Donation Program or the Tuition Reimbursement Program.
  10. Employees will continue to pay KFEA dues in accordance to the KFEA Collective Bargaining Agreement.
  11. The District will not be obligated to forward payment to PERS for the employed unit member who is already drawing PERS benefits.
  12. After retirement and for the entire period during which they are re-employed by the District, bargaining unit members will work no more than an aggregate of one thousand and thirty-nine (1039) hours in any calendar year.

**ARTICLE 33**

**KINDERGARTEN**

- A. In agreement between the District and KFEA, the District will provide 45 minutes of paid time for prep time for half-time (.5) morning kindergarten teachers.
- B. Future half-time kindergarten teachers will continue to be paid at their hourly rate.

**ARTICLE 34**

**DURATION OF AGREEMENT**

A. Effective Date

1. The Agreement shall be effective as of July 1, 2015, and shall continue in effect until June 30, 2018.
2. The Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.
3. 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 Chairperson.

KLAMATH FALLS EDUCATION  
ASSOCIATION

KLAMATH FALLS CITY SCHOOLS  
BOARD OF DIRECTORS

\_\_\_\_\_  
President

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **APPENDIX A-1**

### **PUBLIC EMPLOYEES RETIREMENT SYSTEM PICK-UP**

Beginning with the September 30, 1980, payroll for work performed on and after July 1, 1980, the District shall cease withholding from employees' monthly salaries the contributions required by ORS 237.071; and shall "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 and shall also be applicable to employees who first begin to participate in the system on and after July 1, 1980, to the termination of this agreement.

The full amount of required employee contributions "picked up" or paid by the District on behalf of employees pursuant to this agreement shall be considered as "salary" within the meaning of ORS 237.003 (8) for the purpose of computing an employee member's "final average salary" within the meaning of ORS 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 ORS 237.071. Such "picked up" or paid employee contributions shall be credited to employee accounts pursuant to ORS 237.071 (2) and shall be considered to be employee contributions for the purpose of ORS 237.001 to 237.320.

**APPENDIX A-2**

**2015-2016 SALARY SCHEDULE**

**KLAMATH FALLS CITY SCHOOLS**

	BA	BA+24	BA+45	BA+60	MA+15	MA+30
0	\$37,602.00	\$38,543.00	\$39,503.00	\$40,294.00	\$41,094.00	\$42,119.00
1	\$38,825.00	\$39,795.00	\$40,788.00	\$41,604.00	\$42,434.00	\$43,283.00
2	\$40,083.00	\$41,084.00	\$42,113.00	\$42,957.00	\$43,813.00	\$44,691.00
3	\$41,486.00	\$42,526.00	\$43,585.00	\$44,461.00	\$45,347.00	\$46,252.00
4	\$42,936.00	\$44,014.00	\$45,113.00	\$46,014.00	\$46,933.00	\$47,873.00
5	\$44,439.00	\$45,558.00	\$46,693.00	\$47,624.00	\$48,579.00	\$49,548.00
6	\$46,001.00	\$47,145.00	\$48,329.00	\$49,291.00	\$50,278.00	\$51,281.00
7	\$47,609.00	\$48,802.00	\$50,018.00	\$51,020.00	\$52,036.00	\$53,073.00
8	\$49,042.00	\$50,261.00	\$51,517.00	\$52,546.00	\$53,596.00	\$54,670.00
9	\$50,506.00	\$51,774.00	\$53,059.00	\$54,125.00	\$55,206.00	\$56,312.00
10	\$52,025.00	\$53,320.00	\$54,656.00	\$55,750.00	\$56,862.00	\$58,002.00
11	\$53,584.00	\$54,920.00	\$56,294.00	\$57,423.00	\$58,570.00	\$59,740.00
12		\$56,569.00	\$57,929.00	\$59,144.00	\$60,326.00	\$61,531.00
13			\$59,726.00	\$60,921.00	\$62,135.00	\$63,376.00
14			\$61,517.00	\$62,747.00	\$64,001.00	\$65,278.00
15				\$64,884.00	\$66,178.00	\$67,538.00
16				\$67,084.00	\$68,426.00	\$69,797.00

SPECIAL EDUCATION STIPEND: \$ 940

DISTRICT WILL PAY 6% PERS IN ADDITION TO THE ABOVE SALARY

No member shall move vertically on the salary schedule more than one step a year during the term of this Agreement.

**APPENDIX A-3**

**2016-2017 SALARY SCHEDULE**

**KLAMATH FALLS CITY SCHOOLS**

	BA	BA+24	BA+45	BA+60	MA+15	MA+30
0	\$38,467.00	\$39,429.00	\$40,412.00	\$41,221.00	\$42,039.00	\$43,088.00
1	\$39,718.00	\$40,710.00	\$41,726.00	\$42,561.00	\$43,410.00	\$44,279.00
2	\$41,005.00	\$42,029.00	\$43,082.00	\$43,945.00	\$44,821.00	\$45,719.00
3	\$42,440.00	\$43,504.00	\$44,587.00	\$45,484.00	\$46,390.00	\$47,316.00
4	\$43,924.00	\$45,026.00	\$46,151.00	\$47,072.00	\$48,012.00	\$48,974.00
5	\$45,461.00	\$46,606.00	\$47,767.00	\$48,719.00	\$49,696.00	\$50,688.00
6	\$47,059.00	\$48,229.00	\$49,441.00	\$50,425.00	\$51,434.00	\$52,460.00
7	\$48,704.00	\$49,924.00	\$51,168.00	\$52,193.00	\$53,233.00	\$54,294.00
8	\$50,170.00	\$51,417.00	\$52,702.00	\$53,755.00	\$54,829.00	\$55,927.00
9	\$51,668.00	\$52,965.00	\$54,279.00	\$55,370.00	\$56,476.00	\$57,607.00
10	\$53,222.00	\$54,546.00	\$55,913.00	\$57,032.00	\$58,170.00	\$59,336.00
11	\$54,816.00	\$56,183.00	\$57,589.00	\$58,744.00	\$59,917.00	\$61,114.00
12		\$57,870.00	\$59,261.00	\$60,504.00	\$61,713.00	\$62,946.00
13			\$61,100.00	\$62,322.00	\$63,564.00	\$64,834.00
14			\$62,932.00	\$64,190.00	\$65,473.00	\$66,779.00
15				\$66,376.00	\$67,700.00	\$69,091.00
16				\$68,627.00	\$70,000.00	\$71,402.00

SPECIAL EDUCATION STIPEND: \$ 962

DISTRICT WILL PAY 6% PERS IN ADDITION TO THE ABOVE SALARY

No member shall move vertically on the salary schedule more than one step a year during the term of this Agreement.

**APPENDIX B-1**

**EXTRA DUTY PAY**

The Extra-Duty Pay for members employed by the District will be set forth in Appendix B-2 and B-3. When positions other than those listed are added, the classification and correspondent salary group will be determined jointly by KFEA and the District.

The salary increase for each year will be determined by the increase of the base salary.

**APPENDIX B-2**

**EXTRA DUTY SALARY SCHEDULE K-8**

**Group 1 (8.4% of base)**

Athletic Coordinator

**Group 2 (6% of base)**

JH Head Basketball (B/G)

JH Head Football

JH Head Track

JH Head Wrestling

JH Head Volleyball

Band

**Group 3 (5.2% of base)**

JH Assistant Football

JH Assistant Basketball (B/G)

JH Assistant Track

JH Assistant Wrestling

JH Assistant Volleyball

**Group 4 (5.4% of base)**

Elementary Athletics (B/G)

27-30 day season 5.4% (Track +.2)

24-26 day season 90% of 5.4% (Track + .2)

21-25 day season 80% of 5.4% (Track + .2)

18-20 day season 70% of 5.4% (Track + .2)

15-17 day season 60% of 5.4% (Track + .2)

**Group 5 (3.5% of base)**

JH Choral Ensemble

JH Student Council

JH Subject Coordinators

Elementary Orchestra

Brain Bowl

JH Yearbook

**Group 6 (2.7% of base)**

Orchestra

**HOURLY**

Summer School - Per Diem hourly salary of base.

Ticket takers - evening - 1.5 X per diem hourly salary of base.

Tutoring - Per Diem hourly salary of base.



**APPENDIX B-3**

**EXTRA DUTY PAY 9-12**

**Group 1 (16% of base)**

Head Football  
Head Basketball (B/G)  
Band Director  
Trainer ATC/R (per season)

**Group 2 (14% of base)**

Head Baseball  
Head Softball  
Head Track  
Head Wrestling  
Varsity Rally

**Group 3 (13% of base)**

Head Volleyball  
Head Soccer (B/G)

**Group 4 (11% of base)**

Head Tennis  
Head Cross Country  
Assistant Baseball  
Assistant Basketball  
Assistant Football  
Assistant Softball  
Assistant Track  
Assistant Volleyball  
Assistant Wrestling  
\*Athletic Assistant (per season)  
(\*Only if Trainer ATC/R not available)  
Drama

**Group 5 (9% of base)**

Assistant Cross Country  
Assistant Soccer  
Choral Director  
Annual  
Newspaper  
Assistant Athletic Director

**Group 6 (8% of base)**

VICA  
Speech/Debate  
Student Government  
FBLA  
DECA

**Group 7 (6% of base)**

Jazz Band  
Orchestra  
Assistant Rally  
All Department Heads

**Group 8 (4% of base)**

Graduation Coordinator  
Honor Society  
Rowing  
TAG  
Brain Bowl

**Group 9 (2% of base)**

Junior Class Advisor  
Senior Class Advisor

**Group 10 (1% of base)**

Freshman Class Advisor  
Sophomore Class Advisor

**HOURLY**

Summer School - Per Diem hourly salary of base.  
Ticket takers - evening - 1.5 X per diem hourly salary of base.  
Tutoring - Per Diem hourly salary of base.

## APPENDIX C

### Student Class Size, Composition, and Daily Contact

#### Management Form

Name: \_\_\_\_\_ Date: \_\_\_\_\_

School: \_\_\_\_\_ Class: \_\_\_\_\_

Complete Sections 1 and 2 and give a copy to both your Principal and KFEA Building Rep:

1. Explain the current issue. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
2. How have you attempted to address the issue? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. With your principal, discuss section 3 and create a strategy to address the issue. Indicate new remediation efforts including strategy, timeline, and date for review of remediation effort. Consider the following options:
  - a. Refer students to Dean of Students, YAT, or EBIS Team
  - b. Transfer students to another classroom
  - c. Reverse an intra-district transfer for individual students
  - d. Request paid release time for classroom planning, grading, or conference preparation
  - e. Reallocate paraprofessional time as appropriate or as needed
  - f. Network with counselor or other appropriate personnel
  - g. Utilize TOSA's, RTI Teachers, or Mentors for support
  - h. Request a paid (stipend) extra assignment for grades 7-12 (e.g. Early Bird class)
  - i. Request Professional Development to find supportive strategies (e.g. AVID training, Differentiated Instruction, Engagement Techniques)
  - j. Request additional help (ex. Hired Reader for essays, etc.)
  - k. Other solution: \_\_\_\_\_
4. Indicate how the issue was resolved. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Principal's Signature \_\_\_\_\_

Employee's Signature \_\_\_\_\_

**Memorandum of Understanding  
Between  
The Klamath Falls Education Association  
and  
Klamath Falls City Schools**

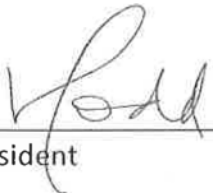
The District and the KFEA/Council agree to the following:

**Additional Prep Time**

1. Members will be allocated one (1) hour of time during District in-service time prior to the start of the school year to complete the required on-line tests.
2. Two (2) October PLC dates and one (1) January PLC date will be designated for members to write and update SLGG's.

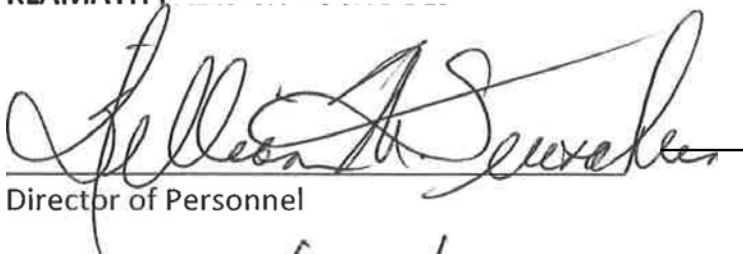
This MOU will last the life of the contract and be reviewed by the Contract Maintenance Committee if changes in the District practice or Oregon regulations occur.

**KLAMATH FALLS EDUCATION ASSOCIATION**

  
\_\_\_\_\_  
President

5/14/15

**KLAMATH FALLS CITY SCHOOLS**

**KLAMATH F** \_\_\_\_\_  
  
\_\_\_\_\_  
Director of Personnel  
5/14/15