

Klamath Falls City Schools
and
Klamath Falls Association
of Classified Employees

2025-2028 Contract
Agreement

*Dedicated to helping all students do their
best work and become their best selves*



**KLAMATH FALLS CITY
SCHOOLS DISTRICT
1336 Avalon Street
Klamath Falls, OR 97601
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Preamble

This agreement entered into this first day of July 2025, by and between the Klamath Falls Association of Classified Employees, hereinafter called KFACE., affiliated with Oregon Education Association, hereinafter called OEA and National Education Association, hereinafter called the NEA, and Klamath Falls City Schools, Klamath Falls, Oregon, hereinafter called the District.

Article 1 - Recognition

A. The Board recognizes the Klamath Falls Association of Classified Employees, hereinafter called the Association, affiliated with the Oregon Education Association/Oregon Association of Classified Employees, hereinafter called the OEA/OACE, and the National Education Association, hereinafter called the NEA as the exclusive bargaining representative on wages, hours, and conditions of employment for all classified employees of Klamath Falls City Schools including:

Food Service Employees - including

- Kitchen Manager
- Head Cooks
- Assistant Cooks

Paraprofessionals - including

- Social Communication Support Professional
- Highly Qualified (HQ)
- Student Success Specialist
- Registered Behavior Technician
- PASS
- High Dosage Tutor

Transportation - including

- Router
- Relief Driver
- Regular Route Drivers
- Transportation Specialist

Business Office Employees - including

- Assistant Payroll Clerk
- Accounts Payable Clerk
- Medicaid Billing Specialist/Grant Coordinator

Secretaries - including

- KU Bookkeeper
- LOEC Administrative Assistants

IMTC - including

- Technician I
- Technician II
- Network Specialist
- IMTC Application and Data Analyst

Non-Categorical- including

- Caseworker
- Migrant/Bilingual Data Tech

- Anchor Room
- Adult Education/Chief Tester
- Adult Ed/ESL
- Home to School Liaison
- Communications Coordinator
- College and Career Coordinator
- Transitions Coordinator
- Archivist
- Teen Parent
 - Volunteer Coordinator/Case Manager
- Title IV Indian Ed Lead Liaison and Program Coordinator
- Campus Monitor
- Registered Behavior Tech

The following Non-Categorical positions will not be listed in the KFACE salary schedule: Printer, Student Services Administrative Assistant, Parent Consultant, Early Childhood Specialist, Migrant/Bilingual Home School, YTP Coordinator, and Teen Parent Title V/Home School Consultant.

It is understood and agreed upon by KFCS and KFACE that if there is a need in the future for any of these positions the desired classification will be reinstated and the parties will negotiate pursuant to ORS 243.698 the salary to be paid.

Driver in Training is specifically excluded from the bargaining unit. It is agreed that the position of Delivery Driver will be covered by the CPoKF group but will have 10-20% of its duties as a cook helper. So long as the position does not impact cook hours or number of food service positions.

- B. The parties hereby agree that temporary employees are excluded from the bargaining unit and shall mean those non-regular employees hired for a specific period not to exceed 90 continuous working days. If the District has the need to extend any temporary employee beyond the identified 90 continuous working days, the parties will meet to discuss each situation that arises. Any additional temporary time agreed upon by both the District and KFACE will be offered to the employee and will not be considered permanent after 90 days. This temporary time will not be more than two (2) hours.
- C. For the purpose of Section A, substitutes are defined as those non-regular employees called in to replace regular employees upon their absence (i.e., sick leave, vacation, etc.)
- D. Twelve (12) month employees shall be defined as 260 days.
- E. The association recognizes the Board of Klamath Falls City Schools as the duly elected and constituted representative of the people and the educational interests of the District.
- F. The association recognizes the Superintendent as the chief administrative officer of the Board.
- G. Questions of unit determination and/or clarification shall be resolved through negotiating. If the parties are unable to reach agreement, such disputes shall be referred to the Employment Relations Board.

Article 2 - Negotiations Procedure

- A. The Board agrees not to negotiate with any competing classified organization during the term of this Agreement. At a time mutually agreed upon, the Board and the Association agree to negotiate in accordance with the laws of the State of Oregon.
- B. This agreement shall not be modified in whole or in part by the parties except by an instrument, in writing, duly executed by both parties.
- C. **Contract Maintenance Committee**
The District and Association will establish and jointly participate in a contract administration committee with members selected by the KFACE President and District Administration.

Article 3 - Union Security

- A. The District agrees to not subcontract out work currently performed by members of the bargaining unit in any way that causes layoffs, reduced regular hours, termination, loss of employment, or elimination of KFACE positions.
- B. Subcontracting Currently in Progress: Subcontracting that does not have the purpose or effect of displacing Association represented employees that is currently in progress upon ratification of this agreement may continue until the conclusion of District agreements contracts with subcontractors or subcontracting organizations. Upon conclusion of District agreements or contracts with subcontractors or subcontracting organizations, the District will assess if work performed by the subcontractor or subcontracting organizations can be performed by bargaining unit members prior to renewal of those contracts.
- C. New District Subcontracting: Prior to engaging in subcontracting, entering into agreements, or renewing contracts with entities for the purposes of subcontracting work that does not have the purpose or effect of displacing association represented employees, the District shall solicit the input of the association regarding the type of work needed and if it is feasible for the District to create bargaining unit positions capable of performing the needed work.
- D. The District agrees that no administrative duties shall be added to any position within the bargaining unit, which has the effect of removing such position from the bargaining unit without prior negotiations and agreement with the Association.
- E. The District agrees that any employee or group of employees in the bargaining unit whose job or group classification is changed during the duration of this Agreement shall remain in the bargaining unit for the duration of this Agreement unless mutually agreed upon or duties added which make the position managerial/confidential.

Article 4 - Association Rights and Privileges

A. Information

The District agrees to make available to the Association in response to its requests all information (in accordance with state law) necessary to its functioning as exclusive bargaining representative.

B. Released Time for Meetings

Whenever any representative of the Association or any employee participates during working hours in the District's negotiation meetings or grievance hearings scheduled by the School Board or the Board's representatives, such person shall suffer no loss of pay.

The Association will receive 30 minutes with each new employee at New Employee Orientation as per ORS Chapter 243.804 Should the District not have a New Employee Orientation or a new employee does not attend it, they will be required to attend the next scheduled orientation within 30 days of hire.

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 building supervisor, provided that such use shall not interrupt or interfere with the normal building operations.

Representatives of the Association and its affiliates shall be permitted to discuss matters pertaining to the Association's business with the district personnel with the employee when the employee does not have work responsibility provided this does not interrupt or interfere with normal operations as determined by the building supervisor. The representative shall notify the building supervisor'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 approval of the building supervisor 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 employees' boxes. The Association must identify clearly on their communications the name of the Association as the source of the notice, circular, or other material. Bulletin board space at the work site 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 board, and mail facilities including e-mail shall be limited to Association business and shall not be 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. It is agreed that the Association holds the right to reopen Article 4.G. when final review of the ERB decision by the Oregon appellate courts is concluded (including any appeal to the Oregon Supreme Court).

H. Release Time

Upon request by the Association, up to a total of one hundred twenty (120) hours per school year of paid leave time shall be granted for employees designated by the Association to engage in Association activities or programs. An additional 120 hours per year of release time shall be allowed with the Association reimbursing the District at the substitute rate of pay and payroll costs for hours allowed once the initial 120 hours are exhausted. Leave must be requested at least 24 hours in advance to the HR Director and the employee's administrator.

The Association will make every effort to inform the District when OEA/NEA is to be billed for release time.

Not more than four members designated by the Association shall be permitted to have flexible arrival and departure time (up to 30 minutes), to perform the duties of the Association relating to this contract, to the extent that it does not interfere with their scheduled duty hours of the performance of their other assigned duties and provided they give twenty-four (24) hours' notice to their building supervisor when possible before utilizing a particular flexible arrival or departure time.

I. Professional Development

The District, recognizing the value of professional growth, will encourage staff participation in attendance at conferences and workshops. The following procedures will govern the process for requests and attendance at such workshops.

1. Information: The District will email information to bargaining unit members regarding workshops and trainings for staff. The Association will also work to obtain relevant workshop and training information.
2. Eligibility: All employees are eligible to request funds for attendance at workshop and training sessions. The District will give equal consideration to all staff in granting requests for professional development sessions.
3. Application: Employees will request funds for attendance at professional development sessions by filling out standard District "Conference Request" Form which will be made available at each building and which can be found in the Employee handbook distributed at the beginning of each school year.
4. Compensation: The District will reimburse all costs and expenses at the District's per diem rates. Release time, for regularly scheduled work hours, will be provided in order for

employees to attend professional development sessions.

5. **Workday Release:** The District will work with employees who wish to further their education and attend a class or workshop during the regularly scheduled workday. The district, with supervisor approval will allow employees to flex their workday hours and be able to attend said classes, or allow employees to make up missed work time at a later date agreed upon by the employee and the District.

J. 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 classified employees, and to no other competing classified organization.

K. Employee Data

The District Agrees to provide Employee Data as required under ORS 243.804.

L. 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 Procedure

A. Definitions

1. "Grievance" shall mean a complaint by a bargaining unit member or group of members that there has been a violation of any provisions of the contract or established school board policy.
2. "Aggrieved" is the person or person 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 responsibility over the aggrieved in the area of grievance as stated in school board policy.
7. "Days" as used in this article shall, except where otherwise indicated, mean the aggrieved working days.
8. "Persons officially involved," means the superintendent, his representative and/or consultant, the aggrieved, his representative and/or consultant, and witnesses.
9. "Association" - KFACE representing the classified personnel which has been elected by a majority vote of those respective employees.

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 a good faith effort to shorten the number of days provided for 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 his/her own choosing at each level 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 have to 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 file, and if said grievance is denied at the final grievance level utilized by the grieving, the document will remain in the personnel file.

C. Level 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 Association's designated representative, or accompanied by a representative, with the objective of resolving the matter informally.

If the aggrieved is not satisfied with the disposition of the 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 has no knowledge of said occurrence at the time of it happening, then within ten (10) days of the first such knowledge. This complaint shall set forth the 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 ten (10) 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 or the superintendent's designee.

Level Two - Appeals to the superintendent or his designee shall be heard by the superintendent 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 the persons officially involved. Parties in interest may elect to call witnesses who shall appear individually at the hearing.

Within ten (10) days of hearing the appeal, the superintendent or his/her 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 or his/her designee he/she may file a written appeal with the superintendent with ten (10) days from the receipt of the decision. The appeal shall state the aggrieved's reasons for appealing the decision of the superintendent or his/her designee and request appeal to level three, school board.

Level Three- The superintendent shall place the appeal upon the board's next regular meeting agenda or within 45 calendar days of the notice of appeal, whichever is sooner, and 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. During the hearing, both parties shall be allowed up to 10 minutes to present evidence. A special meeting may be called to hear the appeal. Within ten (10) days following the hearing the board shall render its decision in writing to all official parties or the board may also render a board decision the day of the hearing. The decision of the board will be final and binding except grievances 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.

Step 3 Written notice of a request for arbitration must be filed with the superintendent 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 rules of the American Arbitration Association.

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 not later than thirty (30) days from the date of the close of hearings. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning and conclusions on the issue(s) 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 B. The arbitrator shall construe this Agreement in the 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 share of the cost in cases where arbitration is recommended by the Association. The expenses and compensation 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, and the chairperson 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 - Employee Rights

- A. No employee shall be disciplined, reprimanded, reduced in compensation, deprived of equitable treatment, or terminated from employment without just cause. This section shall not apply to the termination of probationary employees. Probationary employee dismissal or discipline must be for just cause, but any grievance filed over this provision may be appealed

only to an arbitrator and may not be appealed to the Employment Relations Board. The arbitrator's decision is final.

- B. All employees will be evaluated in accordance with the evaluation procedures established in District policy.
 - 1. All monitoring or observation of the work of an employee shall be conducted openly and with full knowledge of the employee.
 - 2. Employees shall be given a copy of all formal evaluations and the opportunity to discuss such evaluations with their supervisor. If an employee disagrees with an observation/evaluation, he/she will have the right to attach a written rebuttal, which shall be attached to the observation/evaluation.
 - 3. Electronic Surveillance and Cameras: Employees must be made aware of any surveillance at their worksite by a memo from their supervisor. The District will not use Electronic Surveillance for spying on employees. The District will have a separate and independent reason to check electronic surveillance in regards to KFACE employees unrelated to surveillance or evaluation. (For example; there are accusations or evidence of wrongdoing before checking the surveillance, the District checks surveillance because of a student issue and it happens to see misconduct, etc.)
- C. An employee shall be entitled to have present a representative of the Association during any meeting which is related to performance or which might reasonably be expected to lead to disciplinary action. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present.
- D. Any criticism of any employee by a supervisor, administrator, or other agent of the District shall be made in confidence and never in the presence of students, parents of students, or other employees. All critiques made shall be confidential.
- E. Any criticism of any supervisor, administrator, or other agent of the District by an employee shall be made in confidence and never in the presence of students, parents of students, supervisors, administrators, or other agent(s) of the district. All critiques made shall be confidential.
- F. Employees shall have the right to organize, join and assist the Association, and to participate in professional negotiations with the Board through the Association.
- G. Nothing contained herein shall be construed to deny any employee his/her rights under the constitutions and laws of the United States and the State of Oregon or under other applicable laws and regulations. The District will not discriminate or retaliate against an employee based on age, race, national origin, religion, gender, sexual orientation, marital status, disability, personal political activities, and union activities.

Article 8 -Working Conditions

A. **Workweek**

The workweek for pay purposes shall commence at 12:01 a.m. Sunday and conclude on the following Saturday at midnight. The normal workweek within that period will consist of not more than five (5) days. Additional time required by the supervisor for an employee to work shall be compensated with time and one-half at the employee's regular rate of pay.

B. **Work Year & Hours**

The District shall establish work schedules for employees in keeping with the standard workday and workweek and in conformance with time schedules for various classifications of employees. The work year for the various classifications and hours for the various classifications of employees shall be set forth in the job postings/descriptions.

C. **Notice of Assignment**

The District will make every effort to provide written notice to all bargaining unit members of their specific assignments for the forthcoming year, as early as possible, and no later than September 10th. Transportation assignments are outlined in.

D. **Overtime**

1. An employee in the bargaining unit shall not be required to work in addition to eight (8) hours per day or forty (40) hours per week without compensation of time and one-half of that employee's regular rate of pay. Compensatory time off by agreement of the employee and his /her site administrator can be granted in lieu of monetary pay at the rate of one and one-half hours credit for each hour worked in excess of forty (40) hours in any one workweek. or in excess of eight (8) hours in any one day. This agreement must be made prior to the overtime work. All overtime must have prior approval from the building site administrator.
2. 260-day employees may be allowed, with the approval of their supervisor, to work four (4) 10-hour days during the summer and not accrue overtime over the 8 hrs. per day. Supervisors retain the right to deny a member's request to work four (4) 10-hour days. If approved, this will be allowed beginning the week after the last day of school and conclude the week prior to new teacher in-service. The supervisor will determine which day during the week that the employee will not work. Members must work during all normal business hours for their office/department/building and must take either a 30- or 60-minute unpaid lunch that cannot be taken at the beginning or end of their shift.
3. The Parties specifically waive overtime requirements with respect to payment of over eight (8) hours per day as provided for under ORS 279.340 for long and short trip Bus Drivers.

E. **Duty Free Lunch**

Each employee who works five (5) or more hours per day, shall be offered an unpaid duty-free lunch period of no less than thirty (30) minutes in duration. Employees who work six (6) or more hours per day, must take an unpaid duty-free lunch period of no less than thirty (30) minutes in duration. If the District requires any work by the employee during a lunch period, such requirement will be for emergencies only and another lunch period will be scheduled as soon after as reasonable.

Food Service employees routinely work during the normal lunch break and are paid for that

period, and therefore the Food Service employees are not subject to the language of sentence one (1) which provides "unpaid duty-free lunch period of no less than thirty (30) minutes." In consideration for being available for duty during the normal lunch break period, the district shall provide food service employees lunch at no charge. The District shall not unreasonably withhold the right for food service employees to take occasional duty-free breaks during the lunch period.

- F. If an employee is required to work for a period of time that is not contiguous to the employee's regularly scheduled work hours, the employee shall be credited with one (1) hour of work or the actual number of hours worked, whichever is greater.

G. Rest Period

All employees of the bargaining unit shall be granted a minimum of ten (10) to a maximum of fifteen (15) minutes rest period with pay for each 3.50 hours of continuous work. Rest periods shall be utilized as near the middle of each 3.50-hour period as feasible within the operational needs of the district as determined by the employee's immediate supervisor.

H. Paid Holidays

Paid holidays shall be considered as days worked and be recognized and compensated for as a part of the five days of the defined workweek.

I. Bonus Days

Staff with deduct will not be eligible for bonus days.

1. For all employees outside of Food Service and Bus Drivers-
 - Employees with perfect attendance for the previous school year (July 1-June 30) shall have the option of three (3) days of salary or three (3) days off with pay during the subsequent year.
 - Employees with one (1) day absence for the previous school year (July 1- June 30) shall have the option of two (2) days of salary or two (2) days off with pay during the subsequent year.
 - Employees with two (2) days absence for the previous school year (July 1 - June 30) shall have the option of one (1) day of salary or one (1) day off with pay during the subsequent year.
 - Absences due to work injuries will not count as absences in this section.
 - Employees must be employed on October 1st to be eligible for bonus days.
 - Perfect attendance and absences are based on no usage of sick leave or deduct time.
2. For all Food Service Workers-
 - If a food service employee, hired prior to October 1, does not have an accident during the school year, said employee will have the option of day(s) off with pay or receive additional (bonus) salary during the subsequent year. This accident bonus program will occur as follows:
 - First year with no accident- receive 1 day during the second year.
 - Second year with no accident- receive 2 days during the third year.
 - Third year with no accident- receive 3 days during the fourth year and each following year until such time there is an accident as described in this section.
 - Up to three (3) days' pay at the employee's established rate of pay will be paid for accident-free bonus days not used during the contract year. This amount shall be included in the employee's last salary check for the work year.

3. For Relief and Route Drivers-

- If a regular route bus driver does not have an accident during the school year, said employee(s) will have the option of day(s) off with pay or receive additional (bonus) salary during the subsequent year. An accident shall be defined as damage occurring as the result of fault of the driver. "Fault" is defined as any damage done to the bus, district property, property owned by private party, business, or other government agency in excess of \$500.00. It also includes hitting a pedestrian on or off school property. And it includes any incident in which the bus driver is cited by law enforcement while on the job. Fault will not include any accident when the other driver is cited for being responsible for the accident. This bonus program will occur as follows:
- First year with no accident- receive 1 day during the second year.
Second year with no accident- receive 2 days during the third year.
Third year with no accident- receive 3 days during the fourth year and each following year until such time there is an accident as described in this section.
- Up to three (3) days' pay at the employee's established rate of pay will be paid for accident-free bonus days not used during the contract year. This amount shall be included in the employee's last salary check for the work year.

J. Emergency School Closure/Inclement Weather Closure

1. Digital Communication and Radio Announcement: The District shall use all reasonable efforts to notify employees in the event of school closure. Radio school closure announcements shall be deemed to be a proper notice for all employees.
2. Report to Work- In the event school days are cancelled due to inclement weather or natural disasters, employees shall be paid for the days as if they were worked. One building secretary and the District office secretary may be required to report to work at the request of their building supervisor or other designee. Any employee required to report to work by their supervisor, will receive one (1) additional personal leave day for each day worked in addition to their days regular rate of pay.

If the District calls for a late student start time due to inclement weather, all employees are expected to report to work as safely and timely as possible. The District expects employees to use caution and report to their worksite close to their regular scheduled hours.

In the event that an employee is unable to arrive safely on time, that employee should contact the employee's building principal or supervisor. Contacting your administrator/supervisor will provide the opportunity to offer support for assistance if needed.

K. District Trainings

When appropriate, the District may schedule trainings for employees. Trainings will be limited to two (2) non-contract days per year and the District and the Association will meet and confer over those potential scheduled meeting dates.

The District will provide consistent/ongoing training for all classifications including bus drivers who supervise students with specific medical disorders and behavioral disabilities.

The District will provide compensated mandatory emergency and safety trainings to ensure all

buildings, students, and staff are safe. When possible, in person or interactive training will be utilized.

If an employee completes the required annual on-line public safety trainings prior to September 1, they will be compensated 2 hours of strait-time pay. This is not subject to overtime. This will commence for the 2026-27 school year.

Article 9 - Holidays & Vacations

A. Holidays

Less than 12 Months	
New Year's Day	Martin Luther King Day
President's Day	Memorial Day
Juneteenth (if working day prior and day after)	July 4th (if working day prior and after)
Labor Day (if working day prior and day after)	Veteran's Day
Thanksgiving Day	Christmas Day
12 months	
New Year's Day	Martin Luther King Day
President's Day	Memorial Day
Juneteenth	July 4th
Labor Day	Veteran's Day
Thanksgiving Day	Day after Thanksgiving
Christmas Day (2) *one day agreed w/supervisor during Christmas break*	

1. If any of the above holidays fall on Saturday or Sunday, the Friday preceding the holiday or the following Monday shall be considered the holiday as designated in the District calendar.
2. In the event that the Oregon State Legislature declares other holidays to be legal holidays in the state, the District and the union agree to negotiate over the inclusion of the legal holiday as a paid holiday for the purposes of this Agreement.
3. Any bargaining unit member who works on a designated holiday will receive time and one-half pay for the hours worked plus a full day's pay for the holiday.

B. Vacation

1. Paid vacation time earned by 12-month employees (260 days/anniversary year) in the bargaining unit shall be in conformance with the following schedule:

Years in 12-month Position	Vacation Days
1 through 5 years	10 workdays/ year
6 through 11 years	15 workdays / year
12 through 19 years	20 workdays / year
20 years and over	1 additional day up to 25 days

2. The District will count 1/2 credit for each year of service for current employees who move to a 12-month position. Half years will be rounded up.

3. Vacation time as outlined above shall be earned and compensated at the employee's rate of pay. Holidays that fall in the vacation period shall not be counted against vacation time.
4. Vacation time will be granted as outlined above; earned vacation will be granted each July 1. Considering the employee's request, scheduling of the employee's vacation will be done by the employee's supervisor taking into consideration the employee's work schedule and the needs of the District. A 12-month employee employed continually from October 1 to June 30, will receive one year's credit for vacation purposes. An employee hired into a vacation eligible position, after October 1, will receive vacation prorated for the next year based on the amount of time worked. For example, if a member is hired in April, they will not receive vacation in the initial year and on July 1, they will receive 2.5 days. If an employee has worked for the District in a vacation eligible position for more than 12 calendar months, vacation accumulated upon resignation will be prorated for that year on the basis of time worked as of July 1 of that year.
5. Upon termination an employee shall be paid for all unused vacation time based upon their then current rate of pay.
6. Vacation accumulated upon resignation will be prorated for that year only on the basis of the time worked as of July 1st of that year.
7. Vacation will be taken between July 1st and June 30th each year with the approval of the immediate supervisor and/or principal.

Article 10 - Complaint Procedures

Any complaint regarding a member made to his or her supervisor or other person in authority above him/her 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 ten (10) working days according to the following process:

1. The member shall be apprised of the full nature of the complaint, including the name of the complainant, date of complaint, as allowable by applicable law.
2. The member, with the assistance of the immediate supervisor, will attempt to resolve the matter informally.
3. The member has the right to representation at all levels.
4. Complaints, which are not discussed within ten (10) working days, may not be used in evaluation or in any disciplinary action.
5. 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.
6. Complaints which are not discussed within ten (10) 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 employee.

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 material 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 or his designee and attached to the file copy.
- D. All documents used as the basis for dismissal must be in the District personnel file.

Article 12 - Dues and Payroll Deductions

- A. The District will deduct dues, fees, and any other assessments or authorized deductions to the Association in accordance with the payroll-deduction authorizations signed by members and provided to the Association. The Association will provide the employer with a list identifying the employees who have signed such authorizations and the authorized deduction amounts. The employer will rely on the list to make the authorized deductions and to remit payment to the labor organization.
- B. Local (KFACE) dues will be deducted monthly beginning with the September payroll and ending in June. Deductions for employees who join the Association after the commencement of the school year shall be appropriately prorated so that payments will be completed by the following June.
- C. A computer printout or accurate listing of employees on Association dues deduction shall be sent to the Association with the remittance due to KFACE in one check and OEA/NEA in a separate check within five (5) days after the monthly salary check has been received by the employee.
- D. The District will notify the Association within 30 days of hiring a new employee or within 30

days of an employee's change in FTE or position on the wage schedule, worksite, an employee being placed on an unpaid leave of absence, retiring, being laid off, resigning, or changing the employee's name.

- E. Upon appropriate written request from the employee, the District shall deduct from the salary of any employee and make appropriate remittance for the following approved deductions:

- Savings Bonds
- Tax-Sheltered Annuities United Way
- Pacific Crest Federal Credit Union
- Flex 125 Plan A & B
- OEA/NEA PAC
- OEA Foundation
- Other mutually agreed upon deductions

Requests for addition or deletion of any of the above listed items or payroll deduction maybe made monthly, prior to the District monthly payroll, except tax sheltered annuities which shall be according to law.

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 fees, which it or its agents and employees may suffer as a result of implementing this article.

Article 13 - Reclassification

A. New Positions

In the event a new position is established, the District will establish a tentative placement on a salary range and shall notify the Association of this placement, together with a copy of the job description. If the Association wishes to bargain over this placement, the Association President will contact the Human Resources Director/designee in writing within fourteen (14) calendar days. The District will then enter into good faith bargaining with the Association for purposes of determining a range placement, and any agreement reached shall be retroactive to the date the new position was first filled.

B. Modified Positions

In the event the Association or District believes that a position's duties and/or level of required skill and ability have been changed significantly, so as to make inappropriate the range placement determined during the bargaining that led to the signing of this Agreement, the Association or District will notify each other of:

1. the changes that require re-bargaining the range placement,
2. and the proposed modified range placement.

If duties and/or level of required skill and ability of the position have changed significantly, so as to constitute a new issue for bargaining under ORS 243.650 et seq. then the parties shall meet and bargain over the appropriate range placement. Any change in range may or may not

be retroactive, according to the agreement reached between parties.

Article 14 -Vacancy and Transfer

A vacancy shall be defined for purposes of this agreement as a position presently unfilled, a position currently filled but which will be open in the future, or a new position that is currently not in existence.

A. Voluntary Transfers

1. It is understood by both parties that there will be same day posting by District email to Classified employees of positions for any bargaining unit; position will be posted for a period of three (3) working days. . The posting will be emailed to the Association.
2. All employees who apply for any vacant position covered under the KFACE contract and meet the minimum qualifications will be granted an interview so long as they apply prior to the interview process commencing. Interviews will not start within three (3) working days of the posting.
3. If an employee is not a successful applicant for a vacancy, he/she will be notified in writing of the denial by the District. The employee is encouraged to request a meeting with the supervisor and/or human resource director to talk about what the employee could do in the future to make them a successful candidate.

B. Involuntary Transfers

1. An involuntary transfer or reassignment shall be made only after a discussion with the employee involved, at which time the employee shall be notified of the reason for said transfer.
2. The District will make every reasonable effort to provide ten (10) days advance notice and provide notification as soon as possible, with written reason(s) for involuntary transfer.
3. An employee being involuntarily transferred or reassigned to a lower wage rate shall suffer no loss of compensation. An employee assigned to a higher wage rate shall receive the higher wage rate.

C. Reassignment

The District will review an employee's options, if they are unable to perform their current jobs due to a health issue or disability which could include applying for OFLA/FMLA; a medical leave without pay as outlined in Article 17; or an interactive process under the Americans with Disabilities Act.

D. Return to Work

In the event of a voluntary resignation of employment and subsequent rehire an employee will be given credit for prior experience for salary schedule placement to a maximum of three (3) years if:

1. The last date of regular (permanent) employment was no more than two (2) years prior to the time of rehire.
2. The position for which the employee was rehired is related to or similar to the position the employee previously held (e.g., Head Cook, rehired as Assistant Cook).

Article 15 - Transportation - Employment Conditions

A. Definitions

1. Route Bus Driver - A member of the bargaining unit who drives students in a school bus from home to school and/or school to home.
2. Special Ed. Driver-A member of the bargaining unit who drives special needs students in a school bus from home to school, school to home and all activities.
3. A short trip is defined as a trip 60 miles or less one-way.
4. Long Trips - A long trip is defined as a trip 61 miles or more one-way.
5. Standby-When the driver is required to be available for duty on call and away from his/her home. Also, standby is limited to periods of time where the driver is required to remain at the bus shop or at such other places as the Transportation supervisor or his/her designee shall designate.
6. Layover -When a driver is required to be away overnight but is not actually driving or on standby for duty.
7. Transportation Paraprofessional -A member of the bargaining unit who assists the bus driver with student management.

B. General

1. Administrative/Scheduling error(s) that cause trip cancellations occurring after noon of the day preceding the trip will result in the driver being paid two hours wages at the prevailing trip rate. Cancellations on the day of the trip will result in the driver being paid two hours wages at the prevailing trip driver rate, except that if the driver is kept in a standby status in excess of two hours, the driver will be paid actual time.
2. Any meeting, training, District driving exam, and/or class required by the District will be paid at the regular hourly rate of pay for the employee.
3. All paid leave (sick leave, holiday, personal, etc.) shall be paid or credited on an actual hour for hour basis. Annual sick leave shall be based upon the weeks regularly scheduled hours per day but shall not be adjusted sooner than every 30 days. Special Education drivers will be afforded sick leave during Special Education summer school extended programs.
4. For purposes of benefits, any driver with 3.50 hours or higher on a regularly scheduled route is eligible for 55% benefits contribution by the District.

5. Any required physical or vision exams required by school bus standards will be fully paid by the District upon presentation of receipt. The District has the right to determine the physician. The District agrees to pay up to two hours regular rate of pay for required physicals with documentation of the appointment. The District agrees to pay hour for hour of regular rate of pay for mandatory drug testing.
6. Testing fees for commercial driver's license will be reimbursed by the District upon presentation of receipt.
7. The District will provide free admission to the events to which the driver drives students when bus attendance is not required.
8. Seniority – A past/previous driver will be able to keep their bidding seniority if they return within one (1) calendar year of leaving, excluding the time in which they separated from the District.

C. Relief Drivers

1. Will be hired/promoted when the candidate/employee meets the requirements of the position. An individual hired as a Driver in Training will not have to reapply to become a relief driver.
2. Hours for a Relief Driver will vary based upon availability and will be on-call for approximately six (6) months. Upon completion of approximately six (6) months (depends on Driver's level of knowledge) as Relief Driver and upon the availability of an open route, the Relief Drive may move to a Route Driver without having to apply.
3. There will be a hiring bonus for all new Relief Drivers of \$3000 over three (3) years, \$750 at signing, \$750 at one (1) year anniversary, \$1500 at two (2) year anniversary.
4. This position is benefit eligible.

D. Regular Routes

1. All bus routes will be bid by seniority each year (September-June) prior to the annual in-service day. New routes or open routes (caused by termination) that occur during the school year will be offered by seniority. A new route is defined as any route that changes plus or minus forty-five (45) minutes per day.
2. Special Education bus routes will be determined once a year during the annual bid prior to the start of the school year. Because of the variation in student population and student needs, Special Education routes will not be subject to the plus or minus forty-five (45) minutes per day definition of a new route. The Special Education assignment is for the school year (September - August).
3. All Special Education bus route times with bus assignments, will be established prior to annual in-service, with adjustments made through the year as needed by the transportation supervisor in consultation with the special education bus drivers. Times established shall not include pre and post bus inspection. All Shuttle runs (any run not connected to am/pm runs) shall be considered a minimum of 1 (one) hour. All down times thirty (30) minutes or less shall be considered as continuous time. Drivers will use the down time between routes

for any maintenance required for their route (i.e. calling parents, meetings with supervisors in regard to route changes and reporting bus incidents.

4. Special Education drivers are eligible for the short trip rotation board and SPED field trip rotation board.
5. Compensation for regular bus/special education routes will include:
 - a. 45 minutes total pre and post trip bus check;
 - b. Actual route driving time in 15-minute intervals, time going into next 15 minutes shall be determined by 7 minutes or more going to the next 15 minutes;
 - c. Any standby time including breakdowns and student safety/evacuation training and no show of special education students; time spent on disciplinary actions of students/employee;
 - d. Drivers are expected to keep any bus driven clean. All regularly driven buses are to be washed and mopped 2x per month. Compensation of up to 1 and ½ hours for big bus and 1 hour for small bus per wash at regular driver pay.
 - e. Up to seven (7) hours for year-end small bus cleanup (scheduled by seniority) and up to ten (10) hours for yearend large bus clean up (scheduled by seniority). A small bus consists of 27 passengers and a large bus consists of 84 passengers, or as designated by the District.

E. Short Trips

A Short trip is defined as a trip 60 miles or less one-way.

1. Short trips will be assigned to five (5) regular route drivers on a six (6) position short trip board on a rotation. Any driver who is unable to take an assigned trip may trade with the approval of the transportation supervisor, providing it is within the same week. If a driver cannot take a trip and is unable to trade, that driver will forfeit his/her turn and go to the bottom of the rotation. Drivers are placed on the short trip assignment board by the transportation supervisor.
2. Rotation Board: if none of the six can drive a specific trip, then the transportation supervisor will request volunteers from the remainder of the regular route drivers who have trip driver training by seniority. This board will be used whenever possible, subject to conflicts that make doing so unreasonable to one or more drivers.
3. Compensation for short trips will be determined as follows:
 - a. All short trip drivers will receive \$1.00 more per hour than their regular rate of pay for all short trips.
 - b. Continuous pay will be provided for the duration of the trip and will include:
 - (1) 45 minutes total pre and post trip bus check;
 - (2) Up to 1 and ½ hours for big bus and 1 hour for small bus per wash at regular driver pay.
 - c. Payment of meals while on trips:
 - (1) Payment will be based on current District per diem as specified by school board policy.
 - (2) Breakfast - if group departure time is prior to 6:30 a.m.;
 - (3) Lunch - if group departure time is prior to 11:00 a.m.;
 - (4) Dinner - if group arrival time at school is after 7:00 p.m.

4. No driver can be on both the Long and Short except in emergency situations as determined by the District.
5. All trip cancellations for short and long trips will result in the driver being compensated when the driver arrived for work on the day of the trip or was held in a standby status and if the driver was unable to drive the morning route due to the cancellation. Compensation to the driver will be two hours at current trip driver rate, or actual time in standby status, whichever is greater.

F. Long Trips

A long trip is defined as a trip 61 miles or more one-way.

1. Long trips will be assigned to five (5) regular route drivers on a six (6) driver position long trip board on a rotation basis. If five (5) regular route drivers do not elect to be on the long trip board, then the transportation supervisor will be able to choose from the remaining drivers with long trip driver experience to fill driver positions. If an additional regular route driver wishes to be placed on the long trip board during the current school year, then the District will have one (1) less driver position on the long trip board if the board is at the six (6) driver capacity. This does not allow for any position to be shared by two drivers at the same time. Each position has one (1) less driver assigned. Any driver who is unable to take an assigned trip may trade with the approval of the transportation supervisor, providing it is within the same week. If a driver cannot take a trip and is unable to trade, that driver will forfeit his/her turn and go to the bottom of the rotation. Drivers are placed on the long trip assignment board by the transportation supervisor.
2. Rotation Board: If none of the five can drive a specific trip, then the transportation supervisor will request volunteers from the remainder of the drivers and shop personnel who have trip driver training by seniority. This board will be used whenever possible, subject to conflicts that make doing so unreasonable to one or more drivers.
3. Compensation for long trips will be determined as follows:
 - a. All long trip drivers will receive \$1.50 more per hour than their regular rate of pay for all long trips.
 - b. Day Trips: Continuous pay will be provided for the duration of the trip and will include:
 - (1) 45 minutes total pre and post trip bus check;
 - (2) Up to 1 and ½ hours for big bus and 1 hour for small bus per wash at regular driver pay; Any single day trip that includes a motel, the driver will be paid 15 hours pay. When two drivers are used, each will be paid for 12 hours;
 - (3) Meals as outlined in the short trip section.
 - c. Overnight Trips
 - (1) First Day:
 - (a) 45 minutes pre & post-trip bus check;
 - (b) First Day - 8-hour minimum or actual driving/standby time;
 - (c) Any single trip when two (2) drivers are used, each will be paid for 12 hours;
 - (d) Meals as outlined in the short trip section; Private motel/hotel room.
 - (2) Second Day:
 - (a) 45 minutes pre & post-trip bus check;
 - (b) Second Day - 8-hour minimum or actual driving/standby time;
 - (c) Any single trip when two (2) drivers are used, each will be paid for 12 hours;
 - (3) If there are additional overnights, the procedures will be the same as outlined above

- for pre/post bus checks, pay, lodging, and meals.
- (4) Up to 1 and ½ hours for big bus and 1 hour for small bus per wash at regular driver pay;

For all long trips, the driver will be paid their regular long trip rate/hour for breakdowns.

- G. Events that the number of students is less than the capacity of a type 10 vehicle will not require a trip driver.

Article 16 - Paid Leaves

A. Sick Leave

1. All employees shall accrue paid sick leave as insurance against the impact of personal illness or injury as provided in ORS 332.507, any allowable uses per ORS 653.601 (Oregon's "sick time" law), or as permitted by other state and federal leave laws (OFLA/FMLA). Sick leave shall be earned at a rate of one day scheduled hours per month and unused sick leave shall accumulate to an unlimited total.
2. In no event will sick leave be available for a day that would not otherwise have been a regular workday. Each employee shall be furnished a statement at the beginning of each school year showing the number of days of accumulated unused sick leave available.
3. Employees will receive the maximum annual sick leave days beginning their first day of service each year. New employees will be credited with transfer of eligible sick leave beginning their first day of service. Those employees who are employed in mid-year shall have their sick leave prorated to July 1.
4. If an employee voluntarily or involuntarily terminates their employment and if said employee utilizes more sick leave days than they are entitled, the District will reduce the employee's final salary payment by the number of days used beyond those earned.
5. Sick leave can be utilized for personal medical, dental, chiropractic, mental health and optical appointments on an hour for hour basis. Sick leave may be utilized for absence due to personal illness, injury, or any disabling condition, including pregnancy, as verified by a physician.
6. All sick leave accumulated in other Oregon school districts shall be credited to new employees after thirty (30) working days in the District.
7. Upon retirement, the value of one-half of the unused sick leave will be allowed in accordance with PERS administrative rules.
8. Sick leave of five (5) consecutive workdays or more shall be allowed only upon certificate of the member's attending physician that illness or injury prevents the member from working.

9. Members who anticipate an illness or a disability during the school year shall promptly notify the Human Resources Department of such upon verification of physician. The District will require a physician's certificate that a member can perform member's duties prior to and after anticipated illness and disability.

B. Sick Leave Donations

1. Members will be allowed to donate up to six (6) sick days of the donating employee's current hours, per year for a serious health condition as defined by OFLA for members in need of additional sick leave. For example, an employee who works four hours per day would be eligible to donate up to twenty-four (24) hours total per year to the donated leave program.
2. The District will not limit the number of medical emergencies in any given year, but each member cannot donate more than six (6) days of sick leave in anyone (1) year. This donation leave can only be accessed by employees when all other paid leaves are exhausted.

This leave is available to employees for care for their immediate family as defined by OFLA.

3. The District and the Association agree that there are times when an employee may need additional leave days should a serious health care condition or bonding with a new child causes 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 FMLA 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 OFLA.
4. The District and the Association further agree that employees may apply for the use of up to twenty (20) 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 pattern of absence because of a serious health condition.
 - e. The employee must complete an application form and submit it to the HR Director.
 - f. The employee must present a physician's statement of illness and other documentation as required.
5. It is agreed that the completed application, physician's statement, and any other documentation will be reviewed by the Klamath Falls City Schools HR Director and the Association President.
6. They will determine whether donated leave for the individual will be granted. If donated leave is not granted the member shall be notified. The action shall not be grievable or subject to appeal.
7. If donated leave is established for the member, a letter will be sent from the Director of

Human Resources confirming the leave.

8. This leave is limited in scope to Klamath Falls City Schools classified employees who voluntarily donate sick leave hours using the form provided.
9. Each employee may donate sick leave in hour or day increments up to 6 days, except they must maintain at least 5 days of sick leave in their own bank after the donation.
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.

C. Personal Leave

1. After an employee's first six months of initial employment, the employee may use two paid days per year (non-accumulative) except 230+ employees may use up to three days. No reason will be required in order to take such a day. When possible, anticipated absence must be arranged with the site administrator, in writing, at least twenty-four (24) hours in advance. 220+ day employees shall receive an extra personal day.
2. Employees will be paid at the employee's established rate of pay for up to two (2) days of unused personal leave day(s) not used during the contract year if a written request is made to payroll on or before May 15 of the year. This amount shall be included in the employee's last check for the work year. KFACE members who do not request payment for unused days as required above will carry over unused personal leave days into the subsequent work year. Any personal days carried over from the previous year will then have to be on a "use it or lose it" basis in the subsequent school year as they will not be reimbursed if not used.

D. Family Illness Leave

1. Family illness leave shall be provided in accordance with the Oregon Family Medical Leave Act (OFLA) and the Family Medical Leave Act (FMLA).
2. Immediate family shall be defined according to OFLA or FMLA and determined based on the type of leave by which the employee qualifies.
3. Immediate family members, other than a child of a member (no limitation on children), shall be allowed up to a maximum of five (5) days paid sick leave for illness even if it does not fit the definition of serious health condition. If it fits the definition of serious health condition, members may use all available sick leave.
4. Leave for the illness of other family members and additional family illness leave day may be granted in unusual circumstances on an individual basis, at the discretion of the superintendent and the building site supervisor 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.
5. 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.

E. Bereavement Leave

1. Upon the death of a family member the employees shall be entitled to five (5) work days leave without loss of pay.
2. The purpose of this leave is to allow the employee the necessary time to attend the funeral and to take care of necessary arrangements.
3. Family member is defined as: spouse/domestic partner, children, parents, grandparents/in-laws, grandchildren, fathers-in-law, mothers-in-law, brothers, sisters, brothers-in-law, sisters-in-law, son-in-law or daughter-in-law including step, foster and adopted, aunts, uncles, nieces, nephews and legal guardians.

F. Bereavement leave must be completed within one (1) year after the employee receives notice of the passing of the family member.

G. Legal Leave

1. Time necessary for appearances in any legal proceeding connected with the employee'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 an employee against the District.
2. Serving as a witness in court/jury duty: if an employee should be subpoenaed to appear as a witness in a civil or criminal case in court related to the employee's position, or serve jury duty, such time shall be paid leave.
3. The District will grant full pay for mandatory legal leave with the understanding that the employee is to turn over any witness or jury fees to the District up to the employee's daily salary

H. Return from Leave

1. Upon return from paid leave the employee will return to the same or similar position he/she had prior to leave.
2. Approved paid leaves will not be considered a break in service. There will be no loss of seniority or benefits.

Article 17 - Unpaid Leaves

A. Deduct

When an employee runs out of all paid accruals including sick, bonus, personal, and vacation time, they may request up to 5 days of deduct time (prorated based upon the number of hours they work in a week). Any deduct time beyond the 5 days will result in a deduction of insurance benefits, which will be taken from the final paycheck of the school year. Requests for deduct beyond 5 days will be grounds for disciplinary action.

B. Medical Leave without Pay

Employee on sick leave and who have exhausted their sick leave may be allowed medical leave

without pay up to twelve (12) months. Requests for such leave shall be made in writing to the superintendent and must be accompanied by a statement from the employee's physician. The District has the option to request a second opinion at District expense. An employee on leave without pay shall, at the end of such leave, return to that employee's former position within the District, or to a position comparable without that employee suffering a loss of pay.

C. Association Leave

A leave of absence without pay for one school year shall be granted to one employee of the District upon application of the Association for the purpose of serving as an officer of the Oregon Education Association/Oregon Association of Classified Employees and/or National Education Association.

D. Political

A leave of absence without pay, not to exceed one school year, shall be granted to any employee upon applications for the purpose of serving in a public office.

E. Child Care

Employees in the unit shall be granted parental leave without pay for a specific period of time, up to one year and upon written request, for the purpose of childbirth and for care of natural or adopted infant children.

F. Education and Student Teaching

Upon written request, study leave shall be granted to an employee by the District. Such leave shall be for a duration of not more than twelve months. At the end of such leave, the employee shall return to their same job category and classification.

H. General Leave

A one (1) month leave without pay will be granted upon request to any member after three (3) consecutive years of employment. Such member will be eligible for an additional unpaid leave after three (3) consecutive years. Members shall be placed in similar position so long as it exists.

G. Salary Placement

Upon return from a leave granted under this article, an employee will be considered as if actively employed by the District during the leave. Employees shall be placed upon the salary schedule without credit for the time spent on leave.

H. Position Placement

Unless otherwise stipulated in this Article, upon return from any of the above-mentioned leaves, the employee may be placed in a position similar to that which the employee held KFACE and KFCS Contract Agreement at the time said leave commenced or a position comparable. without that employee suffering a loss of pay.

I. Insurance Benefits

Each employee who takes an unpaid leave of absence will be allowed to continue all insurance benefits at the employee's expense as allowed by the insurance carrier.

J. Sick Leave/Seniority

Employees shall not lose their accumulated sick leave or seniority upon unpaid leave of

absence. They shall not accumulate further sick leave during such leave, and the time on leave will not count towards seniority.

K. Use of Paid Leave During LOA

Employees on an approved unpaid leave are not eligible to utilize paid sick leave (or donations), personal leave, or vacation.

- L. For employees on an approved LOA granted under this article, the employee shall have 15 calendar days from receipt of certified letter to notify the District of their intent to return and must be able to return by the end of the approved leave. Failure to respond will be considered a voluntary resignation.

Article 18 - Reduction in Force

A. Definitions:

1. "Layoff" - A reduction due to lack of work or lack of funds of the entire position held, or a reduction in one or more hours/day, or a reduction that causes loss of eligibility for these benefits: vacation, insurance, or PERS. However, hours that are added to an employee's schedule on a limited term basis (i.e., for an experimental program or short-term need, not to exceed the current school year) and clearly identified as limited term hours may be deleted without becoming a "layoff."
2. "Qualifications" - The minimum standards of performance required by the District, as per District job description and any special occupational skills.
3. "Bump" - The displacement of one employee by another employee with greater seniority.
4. "Job Category" -The major District employee groupings including Food Service Employees, Paraprofessional, Transportation Employees, Secretaries, Non-Categorical Employees and Business Office Employees.
5. "Classification" - The specific title to which an employee is assigned based on the District's classified employees' classification schedule.
6. "District Seniority" - An employee's total length of continuous service in a bargaining unit position, within Klamath Falls City Schools, since that employee's first day on the job, corresponding to the last date of hire as a regular employee. All authorized paid leave shall be computed as time worked for purposes of seniority. Employees who are laid off and subsequently reinstated or were on approved unpaid leaves of absence, shall retain accumulated seniority for all periods worked, except for the period of layoff, or during the period of an unpaid leave. For the purpose of computing seniority, employees clarified into the unit either by agreement or ERB order shall retain seniority for the time of continuous District service prior to such clarification.
7. "Classification Seniority" - Based on the date of the employee's first day on the job in classification presently held without a break in service. For the purpose of Reduction in Force, all Paraprofessionals will be considered one classification.

8. "Category Seniority" An employee's total length of continuous service in a designated job category.
 9. "Non-bargaining unit members" - Employees not described in Article I -Recognition, shall have no rights to bump any bargaining unit member or to utilize the procedures outlined in this Article.
 10. "Break in Service" - Voluntary or involuntary termination of one's employment status with the District, excluding paid leaves, authorized unpaid leave, and periods of layoff.
- B. If the District determines the need for a permanent reduction in its work force, notice of not less than thirty (30) calendar days shall be provided to employees to be laid off and the Association. While the District reserves the right to determine positions to be eliminated, layoffs shall be determined pursuant to the definition in the glossary.
1. Employees shall be laid off within a job category according to District seniority except in case of operation needs for special occupational skills. Where District seniority dates are the same, category seniority shall apply. Ties of category seniority shall be broken by lot.
 2. If there are no vacancies in an employee's category, an employee scheduled for layoff may, using District seniority, bump the least senior employee in a lower paid classification with the employee's same job category. An employee may elect the option of layoff in lieu of bumping an employee who is in a lower-paid classification within the same job category.
 3. Any employee to be laid off after (1) and (2) have been followed may retreat to a position formerly held in a different job category if the employee has more total district seniority than another employee in that category. An employee may elect the option of layoff in lieu of bumping an employee who is in a different category.
- C. An employee who has bumping right under this Article shall be placed in the position held by the least senior employee in that job classification (except where special job skills need to be retained).
1. If that position has more hours than the bumping employee previously worked, the District shall assign the bumping employee the extra hours.
 2. If that position has fewer hours than the bumping employee previously worked, the employee may bump into the position An employee who elects layoff of accepting less hours shall retain all recall rights.
- D. Prior to layoff or displacement of employees through the bumping process, the District will place affected employees in existing vacancies within the same classification. Qualified employees will be offered positions with the same number of permanent hours first, positions with up to one additional permanent hour second, and positions with a fewer number of permanent hours last.

- E. If an employee holds two different positions concurrently in two different job classifications, decisions about reduction in force will be made separately for each part of the employment, in accordance with the provisions above.
- F. Employees shall be recalled by seniority as openings become available within their pre-layoff classification or a lower-paid classification within the same category for which they are qualified, or within another classification they have previously held in the District and remain qualified for. No new employees will be hired into classifications from which employees are laid off and for which they remain qualified and eligible for recall.
- G. Qualified employees on layoff status will be considered in-district applicants when applying for positions in a classification not previously held.
- H. No employee shall have their rights waived for recall for refusing to accept a lower-paid classification or the classification held at time of layoff if less than the hours worked previous to layoff. However, if an employee chooses to bump into positions with lesser hours or lower pay, they shall retain all recall rights.
- I. The District will provide all eligible employees on layoff with continued paid insurance as allowed for by the collective bargaining agreement, for a period of three (3) months. After the three (3) month period, employees on the recall list may continue insurance at the group rates at their own expense. During initial three-month period and throughout the layoff period, the employee may elect to purchase at his/her own expense, group insurance for other family members, in accordance with any restrictions established by the carrier.
- J. All benefits to which an employee was entitled at the time of his/her layoff will be restored to him/her upon his/her return to active employment, and he/she will be returned to their salary position prior to reduction in force.
- K. In the event of recall, the District will notify a member of recall by certified mail, return receipt, at the last address given to the District Office by the employee. An employee shall have fifteen (15) calendar days from receipt of the letter to notify the District of his/her intent to return and must be able to return within fifteen (15) calendar days of the letter of intent.
- L. Layoff status shall automatically terminate if anyone of the following occurs:
 - 1. An employee is not recalled within twenty-four (24) months from the effective date of such layoff.
 - 2. An employee fails to timely respond to recall, the maximum being fifteen (15) calendar days from the date of receipt of a certified letter sent to the employee.
- M. Upon request the District shall provide the following information to KFACE:
 - 1. A current seniority list.
 - 2. When layoffs have been completed, a list of bargaining unit members who have been laid off to include the employee's job classification(s).

Article 19 - Employment Procedures

A. Seniority

1. Seniority, as used in this Agreement unless otherwise specifically stated, shall mean an employee's total length of continuous service with the District since his/her last date of hire. All authorized paid leave shall be considered as continuous employment for the purposes of computing seniority. An employee shall lose all seniority credit in the event of voluntary or involuntary termination.

An employee who is laid off and subsequently reinstated or were on approved unpaid leaves of absences, shall retain accumulated seniority for all periods worked, except for the period of layoff or during the period of an unpaid leave.

2. For purposes of computing seniority, employees clarified into the unit either by agreement or ERB order shall retain seniority for the time of continuous District service prior to such clarification.

B. Probationary/Permanent Status

1. Permanent status shall occur when an individual has physically worked 120 days, not including holidays, sick leave, or deduct, as an employee in the District.
2. It is expressly understood and agreed that a substitute shall in no case fill a bargaining unit position for a period in excess of the probationary period as above defined.
At no time shall a Classified employee be required to make administrative decisions. Each building shall have in place protocols when administrators are out of the building.

- C. If additional hours become available, on a short term or sporadic basis, at a work site for a specific job classification, employees, by seniority, in that job classification at the work site shall have first opportunity to work the additional hours in that job classification. The additional hours, along with the employee's regular hours, must total 40 hours or less, for the week to qualify.

Article 20 - Compensation

A. Wages

1. 2025-26-

Wage Increase of \$3.00 per hour for all cells on the 2024-2025 wage table. Retro pay will be paid 50% at ratification and 50% in the December 2026 payroll. All retro for members who are employed at the time the payment is made.

Change a Head Cook position to Kitchen Manager with the same salary. Keep Head Cook pay line with the pay line starting at \$17.04 plus amount per hour from above.

Plus 4 levels of Paras as follows:

Levels of Paras (SPED Stipend Removed)

Para 1 – \$16.07 + amount per hour from above
Media/Library
Clerical

Para 2 - \$16.97 + amount per hour from above
KBBH
KECDC – Little Learners
Transportation – SPED
EL
Title 1 & 6
MTSS
Pel Babies
Resource
Health Aide

Para 3 - \$17.88 + amount per hour from above
Campus Monitor
Behavior Reset Center
Student Success Specialist
KECDC Complex Needs
VIP
Bridge
Goals
PASS

Para 4 - \$18.16 + amount per hour above
Social Communication Support Professionals

2. **2026-27-**
COLA 3% all positions
3. **2027-28-**
 - a. COLA 3% all positions
 - b.

B. Eligibility for advancement on the step schedule, on July 1 of any contract year, is based upon continuous employment with the District prior to January 1 of the previous contract year. Note Section A above.

1. Classification Paraprofessional HQ shall be any hired paraprofessional who is ESEA highly qualified with Klamath Falls City Schools.

C. When an employee does not advance on a step (the year after he/she has reached step 10), that employee will receive an additional \$.40 per hour, every year until such time as the employee resigns his/her employment with the District or retires.

Beginning July 1, of each year, a longevity bonus of \$.10 per hour will be added to each employee's annual salary who has worked in a secretarial position continuously for nine

months or more during the previous school year.

- D. Employees will receive 10 monthly paychecks per year except 11- and 12-month employees who will receive the same number of checks as months worked. With the exception of employees with flexible hours throughout the year (ex: Transportation Employees), the District will determine the total salary each employee will earn from July 1 through June 30 of each year and monthly paychecks will reflect an equal division of the total amount to be earned by the employee.
- E. Any existing employee who voluntarily transfers to another classification will be placed on the step equal to or greater than the step from which they transferred. Any employee who voluntarily transfers to another category will be placed on step equal to or next greater than the wage from which they transferred, if possible. Non-Categorical positions are not considered as the same classification for wage placement or Reduction in Forces. For example, if an employee moves from one non-categorical position to another, the employee will be placed on the step equal to or next greater than the wage from which they transferred. Longevity shall follow the employee.
- F. When a District employee moves to a secretarial position within the District the salary shall be based on the total hours worked times days of contract divided by number of working hours in year (2,080) to arrive at the number of years to be credited to them as "worked."
- G. An employee temporarily assigned by the District to replace an absent employee who is in a higher salary classification shall be considered acting out of classification. An employee required to work out of classification will be entitled to the salary amount for the position with the addition of longevity as described in Sections B, C, and E starting with the first day of the assignment.
- H. Employees who are employed in more than one classification will be paid according to each classification for the number of hours worked per day per classification. Example: If an employee is a classroom paraprofessional for 4 hours/day and a Bus Driver for 2 hours/day, said employee would be paid for 4 hours at their classroom paraprofessional salary and 2 hours at their Bus Driver salary. Initial salary position in each classification will be described in Sections A, B, and E in this Article.
- I. Employees who utilize their own personal vehicle for travel from one school to another because of the itinerant nature of their position or is required to utilize their own personal vehicle to conduct their work, will be reimbursed at the then current IRS rate, monthly, upon submitting a mileage log to the District.
- J. Any employee required to attend a meeting after his or her regularly scheduled workday will receive their regular rate of pay or overtime if the meeting goes beyond an eight-hour day.
- K. All less than twelve (12) month employees shall follow the board approved calendar. They will work all days that students are in school. The remaining workdays necessary to meet the conditions of the contract will be determined by the site supervisor.
- L. The District may give a new secretarial employee up to three (3) years' experience.

1. All secretarial positions will be eight (8) hours. Less than twelve (12) month secretaries will work all days students are in school. The remaining workdays necessary to meet the conditions of the contract will be determined by the secretary and site supervisor.
 2. All secretaries will be given twelve (12) equal monthly checks.
 3. A substitute will be hired when the secretary is out of the building on student contact days only.
- M. The District will reimburse food service employees up to \$100.00 per year for job related footwear. Employees will provide receipts and shoes for inspection.
- N. The District agrees to pay District identified staff the sum of \$50 per month toward deferment of the employee's cell phone expense. The employee shall maintain cell phone service for the purpose of being available to communicate by cell phone as appropriate during the term of this agreement.

Article 21 - Public Employees Retirement System Pick-up

- A. The District shall not withhold from members' monthly salaries the employee contributions/payments required by ORS 238.200.
- B. The District's shall "pick-up," assume and pay the six percent (6%) employee contribution/payment required by ORS 238.200. The full amount of required employee contributions/payments as "picked-up", and paid pursuant to this Section (B2) shall be considered as "salary" within the meaning of ORS 238.005(26) with respect to PERS for the purpose of computing and employee member's "final average salary" within the meaning of ORS 238.005 (9), but shall not be considered as "salary" for the purpose of determining the amount of employee contribution required to be contributed pursuant to ORS 238.200 and shall be considered to be employee contributions for all purposes under Chapter 238.

Article 22 - Insurance

- A. **Insurance Premiums - Maximum District Contributions:**
Effective July 1, 2025, the District will make available medical insurance for each member and eligible dependents, similar in medical, vision and dental benefits to those provided in 2024-2025. For 2025-2026, the District insurance contribution will increase by 3.4%. For 2026-2027 and 2027-2028, the increase will be the aggregate OEGB increase up to 5%. If the increase is above 5%, the Association and the District shall re-open this section only.

B. Insurance Contributions- Maximum Contributions by District:

1. Less than 12 Month Employees:

30-40 hours per week	80% District Contribution
20-29.99 hours per week	55% District Contribution

Maximum District Contributions	2025-2026
Full Family	\$2285
Employee/Spouse	1665
Employee/Child	\$1458
Employee Only	\$764

2. 12- Month Employees:

30-40 hours per week	100% District Contribution
20-29.99 hours per week	80% District Contribution
Secretaries/Business:	100% District Contribution

Maximum District Contributions	2025-2026
Full Family	\$2244
Employee/Spouse	\$1581
Employee/Child	\$1382
Employee Only	\$728

3. The District and KFACE will work with the Insurance Committee to review alternate plans and cost containment options to make every reasonable effort to provide a medical, dental and vision plan at the previous year's employee premium rates.

4. For employees that will have to pay "out of pocket" for a portion of the insurance premiums, the following procedure will be followed:

- a. The District will continue to make available a Section 125 Cafeteria Plan (which cannot be used for premiums).
- b. Employees who select an insurance package with a cost greater than the maximum District contribution shall have the difference deducted from their paychecks.

C. 30-40-hour per week employees who are married to KFCS employees shall both be eligible to enroll in dental and vision coverage.

D. 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.

E. In the event that premiums increase during the term of the contract, the District Insurance Committee will work collaboratively to re-design the plan and make recommendation for implementation which may include increases in deductible or out of pocket expenses to members.

- F. The District will withdraw equal premium amounts for the twelve (12) monthly insurance payments from each of the paychecks an affected employee is to receive for the year.
- G. 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.
- H. There will be no "unused employer contribution" to be used toward other coverages 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 OEBB 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.
- I. 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.
- J. The District maximum contribution is based upon the medical plan the employee selects. If the employee opts out of a medical plan and chooses to enroll in dental and/or vision coverage, their dental and/or vision premium will be paid at 100% up to the district cap, for the members choice of plan (prorated based upon FTE). If an employee chooses not to cover additional family members for medical but adds them to dental and/or vision insurance, the family member's premiums for dental and/or vision will be paid at 100% for the members choice of plan (prorated based upon FTE).
- K. Transportation drivers whose hours change mid-year will not have their health insurance premiums change more often than one (1) time every 60 days.

Article 23 - Separability and Compliance

- A. If any provision of the Agreement is held to be contrary to law, then such provision shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions shall continue in full force and effect. Upon request of the District or the Association, the parties will agree to meet at a mutually agreed upon time and negotiate over a replacement provision.
- B. Any individual contract between the Board and an individual employee heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains language inconsistent with this Agreement, this Agreement,

during its duration, shall be controlling.

- C. If a merger or boundary change occurs, the District or the Association will agree to meet and discuss the impact and the process to be used.

Article 24 - Employee Assistance Plan/Childcare

- A. The District will provide an Employee Assistance Plan (EAP), which allows each employee to refer themselves confidentially to the EAP provider. To protect confidentiality, any data, which the provider transmits to the District, shall be summary only.
- B. The District agrees to provide KFACE staff access to open District sponsored Daycare spots for children age six (6) weeks to age 5 at a reduced rate. Staff will be charged at Pelican Babies, \$5.00 per hour and must apply through the Business Office for a \$2.00 reimbursement. For children enrolling at KECDC, staff will be charged \$430 for full-time and \$215 for part-time rates. Full- and Half-time rates are not reducible, if the child does not attend. KECDC rates are paid via automatic payroll deduction. It is understood that these are on a first-come, first serve basis and the District has a limited number of spots available. Any unused spots will then be offered to the community. Any subsidy the District provides for employee daycare is considered a district benefit.

Article 25 - 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 26 - Retirement

- A. Employees who are PERS eligible to retire and/or are age 55 or older and have been employed by the Klamath Falls city Schools for at least (10) years shall receive one (1) months' salary, fifteen years or more shall receive two (2) months' salary and twenty-five (25) years or more shall receive \$20.00 per year for each year of service plus two (2) months' salary.
- B. **Tax-Sheltered Annuity (TSA)**
Employees may enroll in a tax-deferred compensation program (e.g. 403(b) program). The tax-deferred compensation program will require a matching contribution from the employee in order to receive the District's contribution. For all TSA options, members qualify based upon

the number of years worked in the District.

1. For employees who work from date of hire to eight (0-8) years of service, the District will match a contribution up to one hundred dollars (\$100) per month to a tax-deferred compensation program of the employee's choice.
2. For employees with eight (8) or more years of service, the District will match a contribution up to two hundred dollars (\$200) per month to a tax-deferred compensation program of the employee's choice. Employees shall be eligible for this benefit until the date of retirement.

C. Re-Employed Unit Members

All contractual rights and benefits under the Collective Bargaining Agreement will be afforded to re- employed 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 to finish the current school year will be employed under the following conditions:
 - a. Employees will be employed as interim employees to finish the current school year.
 - b. Employees will receive his/her current contracted salary for a period not to exceed his/her current contracted year.
 - c. Members will receive one day of paid sick leave per contract month (cumulative) at the beginning of service period if the employee still have leave available when they retire.
 - d. Employees will be reimbursed for their personal leave day(s) if they have not used them prior to their retirement.
 - e. Employees will be provided with paid holidays.
 - f. The date that the employee retires will end the employee's entitlement to the longevity pay benefit.
 - g. Employees will be eligible for the Sick Leave Donation Program.
 - h. Employees may continue to pay KFACE dues in accordance to the KFACE Collective Bargaining Agreement.
 - i. The District will make payments to PERS for the re-employed unit member who is already drawing PERS benefits, if mandated by state law.
2. An employee will be eligible for re-hire as a new hire. Employees will be eligible for all benefits of a new hire. The District will make payments to PERS for the employed unit member, as mandated by state law. If the employee elects new hire medical coverage, they shall defer any early retirement medical insurance benefits for which they are eligible, until after their re-employment period ends. The cap for their early retirement medical insurance will remain the same as when they retired.

Article 27 – Safety and Disrupted Learning

The District shall provide a safe and healthful working environment for all employees so employees will not be required to work under unsafe or hazardous conditions or to perform tasks, which endanger their health, safety, or well-being. Buildings will be maintained to ensure that such safe

working conditions are possible. The District will not retaliate against any employee who reports health, safety, or environmental incidents within a building. The District will immediately inform employees when they are potentially exposed to contagious diseases, viruses, or other environmental hazards.

1. **Disrupted Learning**

The District will inform employees of any student they supervise who presents a safety risk to students or employees when the District is aware of such information. Classified staff will be provided with specific information about the known behavior pattern(s) of the student(s) and suggested strategies for managing these behaviors. This will include transition meetings for all students entering district schools from a mental or behavioral health facility (e.g. KBBH, Pineview, JDH). Behavior support plans will be accessible to appropriate classified staff in the student information system.

- a. KFCS will provide the following structure to promote student and staff safety:
- b. Administrators will provide Tier I behavioral and social/emotional training for all employees district-wide. Teachers will teach adopted Tier I behavioral and social/emotional instruction to students at every site.
- c. Behavior Teams will be established at every school that meets at least monthly. Team members will include: principal, dean of students, MTSS Lead (where applicable), Behavior Analyst (when needed), special education teacher. And a classified representative, if available. General education teachers and classified staff (e.g. paraprofessional) will provide input to this team. The Behavior Team shall consult with and obtain input from Transportation regarding specific student behaviors. The behavior team will report back to Transportation regarding any recommendations for individual students.
- d. A district-wide Behavior Team will be established and will meet at least once per quarter. Team members will include: one representative from each building behavior team, Behavior Analyst, Special Services Director, and Elementary and Secondary Curriculum Directors.
- e. A consistent district-wide response to disrupted learning will be determined by the District Behavior Team no later than September 15th of each year. This plan may be modified throughout the year as determined necessary by this team.

No provision in this article will have the effect of denying any rights a student has under federal or state law and regulations.

Article 28 - Strikes and Lockouts

- A. The Association agrees that during the term of this Agreement, its membership will not participate in a strike, work stoppage, or honor other picket lines.
- B. There will be no lockout of employees in the unit by the District as a consequence of any dispute arising during the period of this Agreement.

Article 29 - 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 30 - Duration of Agreement

This Agreement shall be effective as of July 1, 2025, and shall continue in effect until June 30, 2028.

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

This agreement supersedes all previous Collective Bargaining Agreements, Memorandums of Understandings unless specifically dated.

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 chairpersons.

FOR THE ASSOCIATION



Title

4/22/2026

Date

FOR THE DISTRICT



Title

4/21/2026

Date

Appendix A - KFACE Salary Schedule 2025-2026

Classifications										
Food Service	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Kitchen Manager	\$21.17	\$21.71	\$22.27	\$22.87	\$23.41	\$24.02	\$24.56	\$25.08	\$25.68	\$26.28
Head Cook	\$20.04	\$20.55	\$21.08	\$21.62	\$22.18	\$22.75	\$23.35	\$23.96	\$24.59	\$25.23
Assistant Cooks	\$18.91	\$19.39	\$19.88	\$20.39	\$20.91	\$21.45	\$22.00	\$22.57	\$23.16	\$23.76
Transportation	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Relief Driver/Bus Driver	\$27.76	\$28.32	\$28.90	\$29.49	\$30.09	\$30.70	\$31.34	\$32.00	\$32.67	\$33.36
Router	\$27.77	\$28.33	\$28.91	\$29.50	\$30.10	\$30.71	\$31.35	\$32.01	\$32.68	\$33.37
Transportation Specialist	\$22.07	\$22.64	\$23.23	\$23.83	\$24.46	\$25.10	\$25.76	\$26.45	\$27.15	\$27.88
Paraprofessionals	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
<i>Para 1 -</i>	\$19.07	\$19.55	\$20.05	\$20.56	\$21.09	\$21.63	\$22.19	\$22.76	\$23.36	\$23.97
Media/Library										
Clerical										
<i>Para 2 -</i>	\$19.97	\$20.48	\$21.00	\$21.54	\$22.10	\$22.67	\$23.26	\$23.87	\$24.50	\$25.14
KBBH										
KECDC - Little Learners										
Transportation - SPED										
EL										
Title I & VI										
MTSS										
Pel Babies										
Resource										
Health Aide										
<i>Para 3-</i>	\$20.88	\$21.42	\$21.96	\$22.51	\$23.11	\$23.71	\$24.33	\$24.98	\$25.64	\$26.31
Campus Monitor										
Behavior Reset Center										
Student Success Specialist										
KECDC- Complex Needs										
VIP										
Bridge										
Goals										
PASS										
<i>Para 4-</i>	\$21.16	\$21.70	\$22.27	\$22.84	\$23.44	\$24.06	\$24.68	\$25.34	\$26.01	\$26.70
Social Communication Support Professional										
Business Office Employees	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Assistant PR Clerk/Accounts Payable	\$26.14	\$26.71	\$27.28	\$27.92	\$28.51	\$29.15	\$29.80	\$30.46	\$30.88	\$31.84
Medicaid Billing Specialist/Grant Coordinator	\$26.14	\$26.71	\$27.28	\$27.92	\$28.51	\$29.15	\$29.80	\$30.46	\$30.88	\$31.84
Continue to Next Page										

Secretary	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Secretaries	\$19.44	\$19.94	\$20.44	\$20.97	\$21.51	\$22.06	\$22.64	\$23.22	\$23.84	\$24.45
LOEC/Administrative Assistant	\$21.15	\$21.54	\$21.99	\$22.45	\$22.88	\$23.36	\$23.81	\$24.28	\$24.79	\$25.31
KU Bookkeeper	\$22.06	\$22.63	\$23.22	\$23.83	\$24.45	\$25.09	\$25.75	\$26.42	\$27.15	\$27.87

IMTC	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Technology 1	\$22.02	\$22.59	\$23.18	\$23.79	\$24.41	\$25.05	\$25.69	\$26.38	\$27.10	\$27.80
Technology 2	\$25.75	\$26.47	\$27.15	\$27.90	\$28.62	\$29.41	\$30.19	\$31.02	\$31.85	\$32.71
Network Specialist	\$34.75	\$35.70	\$36.68	\$37.69	\$38.73	\$39.81	\$40.91	\$42.04	\$43.22	\$44.44
Application & Data Analyst	\$31.35	\$32.20	\$33.07	\$33.98	\$34.90	\$35.87	\$36.85	\$37.86	\$38.90	\$39.98

Non-Categorical Paraprofessionals	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Adult Ed/ESL Instructor	\$19.92	\$20.45	\$20.97	\$21.49	\$22.04	\$22.63	\$23.21	\$23.81	\$24.43	\$25.07
Case Worker	\$22.02	\$22.59	\$23.18	\$23.79	\$24.40	\$25.05	\$25.69	\$26.37	\$27.09	\$27.79
Home to School Liaison	\$22.02	\$22.59	\$23.18	\$23.79	\$24.40	\$25.05	\$25.69	\$26.37	\$27.09	\$27.79
Title V	\$22.48	\$23.08	\$23.66	\$24.28	\$24.93	\$25.59	\$26.25	\$26.97	\$27.68	\$28.43
Volunteer Coord/Case Manager/Teen Parent	\$22.02	\$22.59	\$23.18	\$23.79	\$24.40	\$25.05	\$25.69	\$26.37	\$27.09	\$27.79
Migrant Bilingual Data Tech	\$22.02	\$22.59	\$23.18	\$23.79	\$24.40	\$25.05	\$25.69	\$26.37	\$27.09	\$27.79
<u>Anchor</u> Room	\$20.88	\$21.42	\$21.96	\$22.51	\$23.11	\$23.71	\$24.33	\$24.98	\$25.64	\$26.31
Adult Ed Chief Exam/Curriculum Specialist	\$21.45	\$21.98	\$22.55	\$23.15	\$23.76	\$24.38	\$25.02	\$25.67	\$26.34	\$27.07
Elementary Tech/Assessment Specialist	\$18.54	\$19.01	\$19.48	\$19.97	\$20.48	\$21.00	\$21.53	\$22.10	\$22.68	\$23.26
College and Career Coordinator	\$28.51	\$29.28	\$30.07	\$30.88	\$31.73	\$32.57	\$33.47	\$34.37	\$35.33	\$36.29
Transitions Coordinator	\$28.51	\$29.28	\$30.07	\$30.88	\$31.73	\$32.57	\$33.47	\$34.37	\$35.33	\$36.29
Archivist	\$17.83	\$18.28	\$18.73	\$19.21	\$19.70	\$20.20	\$20.72	\$21.24	\$21.79	\$22.35
Communications Coordinator	\$28.51	\$29.28	\$30.07	\$30.88	\$31.73	\$32.57	\$33.47	\$34.37	\$35.33	\$36.29
Title IV Indian Ed Lead Liaison and Program Coordinator	\$25.75	\$26.47	\$27.15	\$27.90	\$28.62	\$29.41	\$30.19	\$31.02	\$31.85	\$32.71
Registered Behavior Technician	\$22.05	\$22.62	\$23.21	\$23.82	\$24.44	\$25.08	\$25.75	\$26.43	\$27.13	\$27.86

Appendix B - KFACE Salary Schedule 2026-2027

Classifications										
Food Service	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Kitchen Manager	\$21.81	\$22.36	\$22.94	\$23.56	\$24.11	\$24.74	\$25.30	\$25.83	\$26.45	\$27.07
Head Cook	\$20.64	\$21.17	\$21.71	\$22.27	\$22.84	\$23.44	\$24.05	\$24.68	\$25.32	\$25.99
Assistant Cooks	\$19.48	\$19.97	\$20.48	\$21.00	\$21.54	\$22.09	\$22.66	\$23.25	\$23.85	\$24.47
Transportation	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Relief Driver/Bus Driver	\$28.59	\$29.17	\$29.77	\$30.37	\$30.99	\$31.62	\$32.28	\$32.96	\$33.65	\$34.36
Router	\$28.60	\$29.18	\$29.78	\$30.39	\$31.00	\$31.63	\$32.29	\$32.97	\$33.66	\$34.37
Transportation Specialist	\$22.73	\$23.32	\$23.92	\$24.55	\$25.19	\$25.85	\$26.54	\$27.24	\$27.97	\$28.71
Paraprofessionals	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
<i>Para 1 -</i>	\$19.64	\$20.14	\$20.65	\$21.18	\$21.72	\$22.28	\$22.86	\$23.44	\$24.06	\$24.69
Media/Library										
Clerical										
<i>Para 2 -</i>	\$20.57	\$21.09	\$21.63	\$22.19	\$22.76	\$23.35	\$23.96	\$24.59	\$25.23	\$25.90
KBBH										
KECDC - Little Learners										
Transportation - SPED										
EL										
Title I & VI										
MTSS										
Pel Babies										
Resource										
Health Aide										
<i>Para 3-</i>	\$21.51	\$22.06	\$22.62	\$23.19	\$23.80	\$24.42	\$25.06	\$25.73	\$26.41	\$27.10
Campus Monitor										
Behavior Reset Center										
Student Success Specialist										
KECDC- Complex Needs										
VIP										
Bridge										
Goals										
PASS										
<i>Para 4-</i>	\$21.79	\$22.35	\$22.94	\$23.53	\$24.14	\$24.78	\$25.42	\$26.10	\$26.79	\$27.50
Social Communication Support Professional										
Business Office Employees	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Assistant PR Clerk/Accounts Payable	\$26.92	\$27.51	\$28.10	\$28.76	\$29.37	\$30.02	\$30.69	\$31.37	\$31.81	\$32.80
Medicaid Billing Specialist/Grant Coordinator	\$26.92	\$27.51	\$28.10	\$28.76	\$29.37	\$30.02	\$30.69	\$31.37	\$31.81	\$32.80
Continue to Next Page										

Secretary	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Secretaries	\$20.02	\$20.54	\$21.05	\$21.60	\$22.16	\$22.72	\$23.32	\$23.92	\$24.56	\$25.18
LOEC/Administrative Assistant	\$21.78	\$22.19	\$22.65	\$23.12	\$23.57	\$24.06	\$24.52	\$25.01	\$25.53	\$26.07
KU Bookkeeper	\$22.72	\$23.31	\$23.92	\$24.54	\$25.18	\$25.84	\$26.52	\$27.21	\$27.96	\$28.71
IMTC										
IMTC	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Technology 1	\$22.68	\$23.27	\$23.88	\$24.50	\$25.14	\$25.80	\$26.46	\$27.17	\$27.91	\$28.63
Technology 2	\$26.52	\$27.26	\$27.96	\$28.74	\$29.48	\$30.29	\$31.10	\$31.95	\$32.81	\$33.69
Network Specialist	\$35.79	\$36.77	\$37.78	\$38.82	\$39.89	\$41.00	\$42.14	\$43.30	\$44.52	\$45.77
Application & Data Analyst	\$32.29	\$33.17	\$34.06	\$35.00	\$35.95	\$36.95	\$37.96	\$39.00	\$40.07	\$41.18
Non-Categorical Paraprofessionals										
Non-Categorical Paraprofessionals	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Adult Ed/ESL Instructor	\$20.52	\$21.06	\$21.60	\$22.13	\$22.70	\$23.31	\$23.91	\$24.52	\$25.16	\$25.82
Case Worker	\$22.68	\$23.27	\$23.88	\$24.50	\$25.13	\$25.80	\$26.46	\$27.16	\$27.90	\$28.62
Home to School Liaison	\$22.68	\$23.27	\$23.88	\$24.50	\$25.13	\$25.80	\$26.46	\$27.16	\$27.90	\$28.62
Title V	\$23.15	\$23.77	\$24.37	\$25.01	\$25.68	\$26.36	\$27.04	\$27.78	\$28.51	\$29.28
Volunteer Coord/Case Manager/Teen Parent	\$22.68	\$23.27	\$23.88	\$24.50	\$25.13	\$25.80	\$26.46	\$27.16	\$27.90	\$28.62
Migrant Bilingual Data Tech	\$22.68	\$23.27	\$23.88	\$24.50	\$25.13	\$25.80	\$26.46	\$27.16	\$27.90	\$28.62
<u>Anchor Room</u>	\$21.51	\$22.06	\$22.62	\$23.19	\$23.80	\$24.42	\$25.06	\$25.73	\$26.41	\$27.10
Adult Ed Chief Exam/Curriculum Specialist	\$22.09	\$22.64	\$23.23	\$23.84	\$24.47	\$25.11	\$25.77	\$26.44	\$27.13	\$27.88
Elementary Tech/Assessment Specialist	\$19.10	\$19.58	\$20.06	\$20.57	\$21.09	\$21.63	\$22.18	\$22.76	\$23.36	\$23.96
College and Career Coordinator	\$29.37	\$30.16	\$30.97	\$31.81	\$32.68	\$33.55	\$34.47	\$35.40	\$36.39	\$37.38
Transitions Coordinator	\$29.37	\$30.16	\$30.97	\$31.81	\$32.68	\$33.55	\$34.47	\$35.40	\$36.39	\$37.38
Archivist	\$18.36	\$18.83	\$19.29	\$19.79	\$20.29	\$20.81	\$21.34	\$21.88	\$22.44	\$23.02
Communications Coordinator	\$29.37	\$30.16	\$30.97	\$31.81	\$32.68	\$33.55	\$34.47	\$35.40	\$36.39	\$37.38
Title IV Indian Ed Lead Liaison and Program Coordinator	\$26.52	\$27.26	\$27.96	\$28.74	\$29.48	\$30.29	\$31.10	\$31.95	\$32.81	\$33.69
Registered Behavior Technician	\$22.71	\$23.30	\$23.91	\$24.53	\$25.17	\$25.84	\$26.52	\$27.22	\$27.95	\$28.69

Appendix C - KFACE Salary Schedule 2027-2028

Classifications										
Food Service										
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Kitchen Manager	\$22.46	\$23.03	\$23.63	\$24.26	\$24.84	\$25.48	\$26.06	\$26.61	\$27.24	\$27.88
Head Cook	\$21.26	\$21.80	\$22.36	\$22.94	\$23.53	\$24.14	\$24.77	\$25.42	\$26.08	\$26.77
Assistant Cooks	\$20.06	\$20.57	\$21.09	\$21.63	\$22.18	\$22.76	\$23.34	\$23.94	\$24.57	\$25.21
Transportation										
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Relief Driver/Bus Driver	\$29.45	\$30.04	\$30.66	\$31.29	\$31.92	\$32.57	\$33.25	\$33.95	\$34.66	\$35.39
Router	\$29.46	\$30.06	\$30.67	\$31.30	\$31.93	\$32.58	\$33.26	\$33.96	\$34.67	\$35.40
Transportation Specialist	\$23.41	\$24.02	\$24.64	\$25.28	\$25.95	\$26.63	\$27.33	\$28.06	\$28.80	\$29.57
Paraprofessionals										
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
<i>Para 1 -</i>	\$20.23	\$20.74	\$21.27	\$21.81	\$22.37	\$22.95	\$23.54	\$24.15	\$24.78	\$25.43
Media/Library										
Clerical										
<i>Para 2 -</i>	\$21.19	\$21.73	\$22.28	\$22.86	\$23.45	\$24.05	\$24.68	\$25.32	\$25.99	\$26.67
KBBH										
KECDC - Little Learners										
Transportation - SPED										
EL										
Title I & VI										
MTSS										
Pel Babies										
Resource										
Health Aide										
<i>Para 3-</i>	\$22.15	\$22.72	\$23.30	\$23.88	\$24.52	\$25.15	\$25.81	\$26.50	\$27.20	\$27.91
Campus Monitor										
Behavior Reset Center										
Student Success Specialist										
KECDC- Complex Needs										
VIP										
Bridge										
Goals										
PASS										
<i>Para 4-</i>	\$22.45	\$23.02	\$23.63	\$24.23	\$24.87	\$25.53	\$26.18	\$26.88	\$27.59	\$28.33
Social Communication Support Professional										
Business Office Employees										
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Assistant PR Clerk/Accounts Payable	\$27.73	\$28.34	\$28.94	\$29.62	\$30.25	\$30.93	\$31.61	\$32.32	\$32.76	\$33.78
Medicaid Billing Specialist/Grant Coordinator	\$27.73	\$28.34	\$28.94	\$29.62	\$30.25	\$30.93	\$31.61	\$32.32	\$32.76	\$33.78
Continue to Next Page										

Secretary	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Secretaries	\$20.62	\$21.15	\$21.68	\$22.25	\$22.82	\$23.40	\$24.02	\$24.63	\$25.29	\$25.94
LOEC/Administrative Assistant	\$22.44	\$22.85	\$23.33	\$23.82	\$24.27	\$24.78	\$25.26	\$25.76	\$26.30	\$26.85
KU Bookkeeper	\$23.40	\$24.01	\$24.63	\$25.28	\$25.94	\$26.62	\$27.32	\$28.03	\$28.80	\$29.57
IMTC										
IMTC	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Technology 1	\$23.36	\$23.97	\$24.59	\$25.24	\$25.90	\$26.58	\$27.25	\$27.99	\$28.75	\$29.49
Technology 2	\$27.32	\$28.08	\$28.80	\$29.60	\$30.36	\$31.20	\$32.03	\$32.91	\$33.79	\$34.70
Network Specialist	\$36.87	\$37.87	\$38.91	\$39.99	\$41.09	\$42.23	\$43.40	\$44.60	\$45.85	\$47.15
Application & Data Analyst	\$33.26	\$34.16	\$35.08	\$36.05	\$37.03	\$38.05	\$39.09	\$40.17	\$41.27	\$42.41
Non-Categorical Paraprofessionals										
Non-Categorical Paraprofessionals	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Adult Ed/ESL Instructor	\$21.13	\$21.70	\$22.25	\$22.80	\$23.38	\$24.01	\$24.62	\$25.26	\$25.92	\$26.60
Case Worker	\$23.36	\$23.97	\$24.59	\$25.24	\$25.89	\$26.58	\$27.25	\$27.98	\$28.74	\$29.48
Home to School Liaison	\$23.36	\$23.97	\$24.59	\$25.24	\$25.89	\$26.58	\$27.25	\$27.98	\$28.74	\$29.48
Title V	\$23.85	\$24.49	\$25.10	\$25.76	\$26.45	\$27.15	\$27.85	\$28.61	\$29.37	\$30.16
Volunteer Coord/Case Manager/Teen Parent	\$23.36	\$23.97	\$24.59	\$25.24	\$25.89	\$26.58	\$27.25	\$27.98	\$28.74	\$29.48
Migrant Bilingual Data Tech	\$23.36	\$23.97	\$24.59	\$25.24	\$25.89	\$26.58	\$27.25	\$27.98	\$28.74	\$29.48
<u>Anchor Room</u>	\$22.15	\$22.72	\$23.30	\$23.88	\$24.52	\$25.15	\$25.81	\$26.50	\$27.20	\$27.91
Adult Ed Chief Exam/Curriculum Specialist	\$22.76	\$23.32	\$23.92	\$24.56	\$25.21	\$25.86	\$26.54	\$27.23	\$27.94	\$28.72
Elementary Tech/Assessment Specialist	\$19.67	\$20.17	\$20.67	\$21.19	\$21.73	\$22.28	\$22.84	\$23.45	\$24.06	\$24.68
College and Career Coordinator	\$30.25	\$31.06	\$31.90	\$32.76	\$33.66	\$34.55	\$35.51	\$36.46	\$37.48	\$38.50
Transitions Coordinator	\$30.25	\$31.06	\$31.90	\$32.76	\$33.66	\$34.55	\$35.51	\$36.46	\$37.48	\$38.50
Archivist	\$18.92	\$19.39	\$19.87	\$20.38	\$20.90	\$21.43	\$21.98	\$22.53	\$23.12	\$23.71
Communications Coordinator	\$30.25	\$31.06	\$31.90	\$32.76	\$33.66	\$34.55	\$35.51	\$36.46	\$37.48	\$38.50
Title IV Indian Ed Lead Liaison and Program Coordinator	\$27.32	\$28.08	\$28.80	\$29.60	\$30.36	\$31.20	\$32.03	\$32.91	\$33.79	\$34.70
Registered Behavior Technician	\$23.39	\$24.00	\$24.62	\$25.27	\$25.93	\$26.61	\$27.31	\$28.04	\$28.78	\$29.55

Appendix D Contract Glossary

This Glossary is for informational purposes only. Definitions may change but will not be updated in this attachment. This attachment is not grievable.

"Accident" Damage occurring as the result of fault of the driver." *"Fault"* is defined as any damage done to the bus, district property, property owned by private party, business, or other government agency in excess of \$500.00. It also includes hitting a pedestrian on or off school property. And it includes any incident in which the bus driver is cited by law enforcement while on the job. Fault will not include any accident when the other driver is cited for being responsible for the accident.

"Aggrieved" - The person or persons who has the grievance and is presenting the complaint, also referred to as the complainant.

"Association"- KFACE, representing the classified personnel which has been elected by a majority vote of those respective employees. to represent, bargain and negotiate its members wages, hours, and working conditions of their employment.

"Bargaining Unit" - A group of employees, both members and non-members of a union who are represented by a collective bargaining agreement.

"Break in Service"- Voluntary or involuntary termination of one's employment status with the District, excluding paid leaves, authorized unpaid leave, and periods of layoff.

"Bump" - The displacement of one employee by another employee with greater seniority.

"Calculating Equal Checks" – The formula to calculate 10 equal paychecks (if that is how you are paid) is as follows: Take the number of days that your position is supposed to work multiply that by the hourly rate of pay, then multiply that by the number of hours per day that you are supposed to work, and then divide that by 10. Example – $179(\text{days}) \times (\$16) = 2864 \times 7(\text{hours}) = 20,048 / 10(\text{months}) = \2004.80 before taxes.

"Category Seniority" - An employee's total length of continuous service in a designated job category.

"Classification" - The specific title to which an employee is assigned based on the District's classified employees' classification schedule.

"Classification Seniority" - Based on the date of the employee's first day on the job in classification presently held without a break in service. For the purpose of Reduction in Force, all Paraprofessionals will be considered one classification.

"Consultant" The one who advises either party in interest.

"District Seniority" - An employee's total length of continuous service in a bargaining unit position, within Klamath Falls City Schools, since that employee's first day on the job, corresponding to the last date of hire as a regular employee. All authorized paid leave shall be computed as time worked for purposes of seniority. Employees who are laid off and subsequently reinstated or were on approved unpaid leaves of absence, shall retain accumulated seniority for all periods worked, except for the period

of layoff, or during the period of an unpaid leave. For the purpose of computing seniority, employees clarified into the unit either by agreement or ERB order shall retain seniority for the time of continuous District service prior to such clarification.

“Employment Relations Board” A state agency that resolves labor relations disputes, determines union representation matters primarily for public employers, public employees, and labor organizations.

“FMLA” - Family and Medical Leave Act that is a federal law that provides eligible employees to take up to 12 weeks of unpaid, job protected leave per year for qualifying family and medical reasons.

“Grievance”- A complaint by a bargaining unit member or group of members that there has been a violation of any provisions of the contract or established school board policy.

“Immediate Supervisor” The one who has direct administrative or supervisory responsibility over the aggrieved in the area of grievance as stated in school board policy.

“Involuntary Transfer” - The reassignment of an employee from one position, location, or department to another **at the direction of the employer**, rather than at the employee’s request.

“Job Category” -The major District employee groupings including Food Service Employees, Paraprofessional, Transportation Employees, Secretaries, Non-Categorical Employees. and Business Office Employees.

“Layoff” - A reduction of the entire position held, or a reduction in one or more hours/day, or a reduction that causes loss of eligibility for these benefits: vacation, insurance, or PERS. However, hours that are added to an employee's schedule on a limited term basis (i.e., for an experimental program or short-term need, not to exceed the current school year) and clearly identified as limited term hours may be deleted without becoming a layoff.

“Layover” - When a bus driver is required to be away overnight but is not actually driving or on standby for duty.

“Long Trips” - A trip 61 miles or more one-way.

“Longevity” - Extra compensation added to the highest step pay after an employee has completed a year on the highest step.

“Non-bargaining unit members” - Employees not described in Article 1 -Recognition, shall have no rights to bump any bargaining unit member or to utilize the procedures outlined in this Article.

“OFLA” - Oregon Family Leave Act that is a state law that allows eligible employees to take protected time off from work for certain family, medical, or parental reasons. “Paid Leave Oregon” is defined as a state funded program that offers wage replacement benefits to employees that qualify for time off for family, medical and safe leave.

“Party in interest” Is the person or persons making the complaint or the person or persons against whom the complaint is made.

“Persons officially involved” The superintendent, his representative and/or consultant, the aggrieved, his representative and/or consultant, and witnesses.

“Probationary” An employee that has physically worked 120 days, not including holidays, sick leave, or deduct before achieving permanent status employment of the District.

“Relief Driver” – A regular driver that has not been assigned a regular route.

“Qualifications” - The minimum standards of performance required by the District, as per District job description and any special occupational skills.

“Representative” - The one who may speak for and/or advise a party in interest.

“Route Bus Driver” - A member of the bargaining unit who drives students in a school bus from home to school and/or school to home.

“Short Trips” - A short trip is defined as a trip 60 miles or less one -way.

“Special Ed. Driver” - A member of the bargaining unit who drives special needs students in a school bus from home to school, school to home and all activities.

“Standby” - When a bus driver is required to be available for duty on call and away from his/her home. Also, standby is limited to periods of time where the driver is required to remain at the bus shop or at such other places as the Transportation supervisor or his/her designee shall designate.

“Subcontracting” - An outside company or individual hired to perform specific parts of a contract or project.

“Supervising teacher” -A licensed teacher that works with classified staff in the classroom that plans lessons and instructional support activities and evaluates student achievement. This is not your direct supervisor of time or performance.

“Transportation Paraprofessional” - A member of the bargaining unit who assists the bus driver with student management.

“Voluntary Transfer” is defined as when the employee applies to move to a different position or location.