

KLAMATH FALLS CITY SCHOOL
&
KLAMATH FALLS EDUCATION ASSOCIATION
CONTRACT AGREEMENT

July 1, 2025 – June 30, 2029

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



**KLAMATH FALLS CITY
SCHOOLS DISTRICT
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PREAMBLE

**CONTRACT BETWEEN
KLAMATH FALLS EDUCATION ASSOCIATION
AND
KLAMATH FALLS CITY SCHOOL DISTRICT
KLAMATH COUNTY, OREGON**

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

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

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

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

ARTICLE 1 - RECOGNITION

- A. The Board recognizes the Association as the exclusive bargaining representative on wages, hours, and conditions of employment for all regular full-time and regular part-time (.5 FTE or more) licensed teaching personnel including:

- School Counselors
- Adult Education licensed instructors
- Early Intervention licensed instructors
- Physical Therapists
- Speech Language Pathologists
- Child Development Specialists
- Behavior Analysts
- Nurses
- Speech Language Pathologist Assistant
- Autism Specialist
- School Psychologist

Supervisors, confidential employees, substitutes, and per diem members are specifically excluded from the bargaining unit.

- B. The Association and members recognize the Board as the duly elected and constituted representative of the people and the educational interests of the District.

- C. The Association and members recognize that the Superintendent/designee is the chief administrative officer of the Board.
- D. Questions of unit determination and/or clarification shall be resolved through the negotiations. If the parties are unable to reach agreement, such disputes shall be referred to the Employment Relations Board.
- E. The term "member(s)" as utilized in this Agreement shall mean all members in the licensed bargaining unit as defined in Section A of this Article.

ARTICLE 2 - NEGOTIATIONS PROCEDURE

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

ARTICLE 3 - DISTRICT RESPONSIBILITIES

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

The provision will comply with ORS 243.698.

ARTICLE 4 - ASSOCIATION RIGHTS AND PRIVILEGES

A. Information

The District agrees to make available to the Association in response to reasonable requests readily available public information necessary to its functioning as exclusive bargaining representative.

B. Released Time for Meeting

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

C. Use of School Buildings

The Association and its representatives shall have the right to use school buildings at all reasonable hours after the end of the school day for meetings, scheduling such use with the approval of the school principal provided that such use shall not interrupt or interfere with normal school operations, and pay for any additional costs incurred by the District for such use. Representatives of the Association and its affiliates shall be permitted to discuss matters

pertaining to the Association's business with district personnel, in the faculty room, with the member when the member does not have student responsibility provided this does not interrupt or interfere with normal operations as determined by the school principal. The representative shall notify the principal's office of his/her presence in the building.

D. Use of School Equipment

The Association shall have the right to use school facilities and equipment, including computers, telephones, fax machines, copy machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, scheduling such use with the principal of the school when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use, and for any repairs necessitated as a result thereof.

E. Use of Bulletin Boards

The Association shall have the right to place appropriate notices, circulars and other materials on designated school bulletin boards and in members' boxes. The Association must identify clearly on their communications the name of the association as the source of the notice, circular, or other material. At least one bulletin board in each school shall be reserved exclusively for Association material.

F. Use of Mail Facilities

The regular intra-district mail service including e-mail may be used by the Association for distribution of the above materials and a mail bin shall be provided for the Association in each school District building.

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

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

G. Association Business

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

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

H. Released Time

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

I. Exclusive Rights

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

J. Association Letter

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

K. Fair Application

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

ARTICLE 5 - GRIEVANCE PROCEDURES

Section A. - Definitions

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

Section B. - General Procedures

1. These procedures should be processed as rapidly as possible, the number of days indicated for settlement or appeal at each level should be considered a maximum. The time limits can be extended by written mutual consent of the parties involved at any level of the procedures.

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

Section C. - Levels of Grievance

Level One - Informal and Formal Grievance Level

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

If the aggrieved is not satisfied with the disposition of his/her grievance, he/she may file a written grievance with his/her immediate supervisor (who has administrative authority to act) within ten (10) days following the act or condition which is the basis of his/her complaint, or, if the aggrieved had no knowledge of said occurrence at the time of its happening, then within ten (10) days of the first such knowledge. This complaint shall set forth grounds upon which the complaint is based and the reasons why the aggrieved considers the decision rendered is unacceptable. The immediate supervisor shall communicate his/her decision in writing within seven (7) days to the aggrieved.

Within seven (7) days of receipt of the decision rendered by the immediate supervisor, the aggrieved, if he/she is not satisfied with the decision of the immediate supervisor, may appeal in writing to the Superintendent/designee.

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

Attendance at the hearing of appeal shall be restricted to persons officially involved. Parties in interest may elect to call witnesses who shall appear individually at the hearing. Within seven (7) days of hearing the appeal, the Superintendent/designee shall communicate to the aggrieved and all other parties officially present at the hearing his/her written decision, which shall include supporting reasons therefore.

If the aggrieved is not satisfied with the decision of the Superintendent/designee or his/her designee, he/she may file a written appeal with the Superintendent/designee within seven (7) days from the receipt of the decision. The appeal shall state the aggrieved's reasons for appealing the decision of the Superintendent/designee and request appeal to the level three, school Board.

Level Three - The Superintendent/designee shall place the appeal upon the Board's next regular meeting agenda which will allow at least seven (7) 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 resolving the grievance. A special meeting may be called to hear the appeal. Within seven (7) days following the hearing, the Board shall render its decision in writing to all official parties. The decision of the Board will be final and binding except for a grievance involving the violation of specific provisions of this Agreement, which may be submitted to arbitration under the following conditions:

Step 1 All steps provided for in the grievance procedure must be first exhausted.

Step 2 The issue must involve a violation of a specific provision of this Agreement in which the grievance of an article or portion thereof is not terminated at the Board level. Arbitration shall not include or apply to dismissal or nonrenewal of probationary members.

Step 3 Written notice of a request for arbitration must be filed with the Superintendent/designee within ten (10) days of receipt of the decision from level three.

Step 4 When a timely request has been made for arbitration, the parties or their designated representatives shall attempt to select an impartial arbitrator. Within ten (10) school days after notice of submission to arbitration, either party may request arbitration in accordance with the American Arbitration Association in effect at the time.

Step 5 The arbitrator so selected shall confer with the representatives of the Board and the member and hold hearings promptly and shall issue a decision no later than thirty (30) days from the date of the close of the hearings. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issue submitted.

Step 6 The arbitrator shall have no authority except to pass upon alleged violations of the express provisions of this Agreement as set forth in Step 2. The arbitrator shall construe this

Agreement in a manner that does not interfere with the exercise of the District's rights, responsibilities, except to the extent that such rights, and responsibilities may be expressly limited by the terms of this Agreement.

Step 7 The arbitrator shall have no power or authority to add to, subtract from, or modify any of the terms of this Agreement.

Step 8 The arbitrator's fees and expenses shall be shared equally by the Board and the aggrieved. However, the Association shall pay the aggrieved's share of the cost in cases where arbitration is recommended by the KFEA. The expenses and compensations of any witness or participant in the arbitration shall be paid by the party calling such witness or requesting such participants.

Step 9 The arbitrator shall submit a copy of the decision to the aggrieved, Superintendent/designee, and the chairman of the Board.

Step 10 The decision of the arbitrator shall be binding upon the parties.

Step 11 Taking a grievance to arbitration constitutes an election of remedies and a waiver of any and all rights by the appealing party to otherwise contest the grievance in any other forum except as provided herein.

ARTICLE 6 - PERSONAL ACTIVITIES

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

ARTICLE 7 - JUST CAUSE

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

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

ARTICLE 8 - RIGHTS OF PROFESSIONAL MEMBERS

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

ARTICLE 9 - EXTRA-DUTY RIGHTS AND RESPONSIBILITIES

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

ARTICLE 10 - COMPLAINT PROCEDURES

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

1. The member shall be apprised of the full nature of the complaint, including the name of the complainant.
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 that are not discussed within five (5) 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 five (5) working days, withdrawn, shown to be false, or are not sustained by the grievance procedure shall neither be placed in the member's personnel file nor utilized in any evaluation or disciplinary action against the member.

ARTICLE 11 - PERSONNEL FILES

- A. There shall be only one personnel file, which shall be maintained at the District office. The working file will remain at the work site but must have any material to be used for evaluative purposes transferred to the personnel file with the member's acknowledgment.
- B. All members or designated representatives shall have the right, upon a scheduled appointment during District Office request, to review the contents of their personnel file and to receive a copy of any documents contained therein. This file shall contain all material relevant to the member's employment and shall be the sole repository of such materials. Documents that contain materials of a member's private life shall not be placed in the personnel file unless requested by the member and mutually agreed upon.
- C. Material descriptive of a member's conduct, service, character, or personality will not be placed in his/her personnel file unless the member has been furnished a copy thereof and had an opportunity to review the material. A member will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The member will also have the right to submit a written response to such material and his/her response shall be reviewed and acknowledged by the Superintendent/designee and attached to the file copy.
- D. All documents used as the basis for dismissal or non-renewal must be in the District personnel file.

ARTICLE 12 - PROVISIONS REGARDING SITE-BASED DECISION-MAKING PROGRAMS

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

ARTICLE 13-TRANSFERS AND VACANCIES

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

A. Voluntary Transfer

1. Members who desire a change in grade and/or subject assignment or transfer to another building shall make a written request to change or transfer to the Superintendent/designee by March 15 for the next school year and apply for the open position, if the position has been posted. The administration will act on such requests as soon as possible if a vacancy exists in the area or building to which the member has requested transfer. If the request is denied, the administration shall provide the member with a statement of the reason(s).
2. The District will maintain a list of employees who are interested in a transfer.
3. Current employees who apply for a KFEA vacancy will be granted an interview. Prior years of experience will be taken into consideration along with all other factors when selecting a candidate to fill the position.
4. Persons requesting transfers shall not be disciplined as a result of the request.

B. Involuntary Transfer

When involuntary transfer occurs due to shifts in enrollment, employees returning from leave, or to accommodate another involuntary transfer, the following procedures will be followed:

1. Staff will be given time for moving and preparation per Appendix D.
2. When a member is involuntarily transferred, he/she will have the opportunity to make known to the appropriate administrator his/her wishes regarding a new assignment.
3. Notice of an involuntary transfer will be given to the member as soon as possible.
4. Before implementing an involuntary transfer, the District will ask for volunteers.
5. No employee shall be involuntarily transferred to a position for which he/she is not properly licensed.
6. Involuntary transfers shall not be used as a form of discipline. Involuntary transfers that occur as a result of interpersonal problems between staff members will not be considered disciplinary.

C. Vacancies

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

ARTICLE 14 - JOB SHARING

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

ARTICLE 15 - MEMBER WORK YEAR AND BASIC WORKDAY

A. Work Year (School Year)

1. Members work year shall be up to a total of 190 contract days per school year, including 185 teaching and in-service days, and five (5) paid holidays (Labor Day, Veteran's Day, Thanksgiving, Martin Luther King Day, and Memorial Day).

2. Employees working under contracts of two hundred twenty (220) days or more shall receive one (1) additional paid holiday each contract year. This provision applies only to employees whose base employment contract specifies two hundred twenty (220) or more days. It does not apply to teachers who work summer school or other supplemental assignments beyond the regular school-year teacher contract.
3. New members will have up to five (5) additional in-service days at the member's daily rate of pay.
4. In recognition of the professional duties of all licensed staff, non-classroom educators (e.g. CDSs, instructional coaches, TOSAs, deans, specialists) may be required to participate in district meetings during in-service week, up to six (6) hours.
5. It is agreed that for the position of SpEd Coordinator, the 190 contract days will begin two (2) days prior to in-service and extend five (5) days beyond the school year. The seven (7) days will be in exchange for the first three (3) grade prep days of the school year, eight hours less of Parent Teacher Conference time in the fall and spring which equates to two (2) days, and two (2) days at the selection of the member (cannot be used the week before or after Spring Break).

Flexible Grading Days

6. Members will be provided with a day at the end of each grading period without students for grading, and clerical work.
7. Professional staff may complete grading and other professional responsibilities on-site or off-site and will remain in on-call professional status by providing their supervisor with a phone number. In recognition of the professional duties of all licensed staff, educators, who are not responsible for grades or progress reports may be required to participate in district or building meetings during flexible grading days up to four hours on each of these days. Work sessions or meetings shall directly relate to the member's job duties and be created thoughtfully by the district. Impacted staff shall be provided at least thirty (30) calendar days advance notice of the required meeting or work session. The District will work with staff to attend virtually if they are unable to attend in person, if possible.

Last day for members

8. Members are expected to check out on-site on the final workday of the school year. The final workday of the school year shall include professional responsibilities such as grade submission, required check-out procedures, and district/building events. Exact times for staff checkout will be determined at the building level.

Additional Professional Preparation

9. Members will be allocated two (2) hours of time during District in-service time prior to the start of the school year to complete the required on-line tests.
10. The administration will make good faith efforts to provide staff a draft form of the master schedule by August 1.

B. Basic Workday (School Day)

1. The basic member workday shall be 8 hours including a 30-minute duty-free lunch hour (7 1/2 hours).

2. The normal school day is determined either by the District or by the buildings. This will include building administrators making work shift options to address the needs of the staff, whenever possible.
3. *Extended contract for Nurses and Counselors*
Nurses and counselors may be required to work up to five (5) additional workdays prior to the start of the in-service week in order to complete scheduling tasks and prepare nursing or counseling services. Such days require the written agreement of the supervisor. Approved days will be compensated at the member's daily rate. If time off is taken in lieu of compensation, the days off require approval.
4. *Elementary Preparation Time*
 - a. Elementary teachers will be provided with protected preparation time averaging 150 minutes per week outside the instructional day, scheduled in blocks of no less than 30-minutes. In addition, teachers will receive 90 minutes throughout the week during the student contact day.
 - b. Time lost due to unforeseen circumstances shall prompt a discussion with the Administrator. This protected time is for preparation only, no District/building meetings with the exception of parent and student drop in.
 - c. Part-time teacher's preparation time will be prorated according to their FTE.
 - d. This section does not apply to in-service days, District student early-release days, building in-service sessions, grade preparation days, or parent conference days. Missed prep time due to a non-school day will not be made up.
5. *Middle School and High School Preparation Time*
 - a. Protected preparation time shall be one (1) full class period for a full-time teacher.
 - b. Part-time teacher's preparation time will be prorated according to their FTE.
 - c. In the event a middle school or high school instructional day is organized in classroom instruction blocks of time, preparation time shall be sixty (60) continuous minutes with the remainder of the block allocated for office time.
 - d. This provision does not apply to in-service days, District student early release days, building in-service sessions, staff preparation or parent-conference days.
6. *Call-Back Language*
The workload assignment shall not require a member to extend his/her working hours beyond the regular workday more than twice a month (up to six (6) hours per month) without the consent of the member, unless the District provides time- and-a-half overtime compensation or compensatory time off at a time-and-a-half rate. The District will strive to provide as much notice as possible to the staff when scheduling after-school commitments. In consideration of the loss of preparation time and increase in work load which teachers will experience due to the contract modifications above, the parties agree that participation in school or District activities including in-service, committees or District or building meetings beyond the school day is not a measure of professional commitment.
7. *Middle and High School Extended -Time Assignments*
 - a. Extended time compensation or compensatory time off applies only to extended working hours requested by District supervisors.
 - b. The District shall determine the choice of compensation or compensatory time off.
 - c. The extended working hour's limitation does not apply to Extra-Duty Assignments set forth in the Extra-Duty Schedule.

8. If the District determines it necessary, the member may be required to update grades (grades 6-12) using the applicable software program that is in use, once a week.
9. The District retains the right to implement Advisor Programs if it chooses as long as the program falls within the current terms and conditions of the relevant collective bargaining agreement and no increase in student contact time occurs.

C. Class Coverage

1. Elementary members who volunteer to cover another member's class during their preparation period shall accrue compensatory time. Such compensatory time may accrue as follows:
 - a. For each full hour covered, one (1) full hour of compensatory time shall accrue.
 - b. For every five (5) hours in Elementary of compensatory time accrued the member may take one (1) full school day of paid leave or be paid at the substitute teacher rate of pay. If a member selects to be paid, each hour of support will equate to 1.6 hours of pay. Such pay can be taken in one-hour increments.
 - c. Elementary general education classroom teachers who volunteer to support another member's class, when requested to do so by their supervisor, shall accrue compensatory time on an hour for hour basis. For the purposes of this article, "support" means maintaining responsibility for at least 50% of another member's class.
 - d. Accruals shall be unlimited. No more than three (3) days of accrued compensatory leave for class coverage may be taken during a school year (September-June). All unused accrued time will be paid to the member at the end of the school year at the sub rate of pay. Members may request, in writing, for up to three days to be rolled into the next school year. Requests must be made by the last day of school and must be used by January 1 of the following year or will be forfeit.
 - e. Leave taken under this provision shall be taken in increments of no less than full days.
 - f. Leave shall not be permitted during parent conference days and is subject to substitute availability on all other days.
 - g. Twenty-four (24) hour advance notice to the building administrator is required to take paid compensation leave.
 - h. Prior approval of the building administrator is required before a member can be assigned another member's class.
2. Middle School and Senior High members who volunteer to cover another member's class during their preparation period, when requested to do so by their supervisor, shall accrue compensatory time. Such compensatory time may accrue as follows:
 - a. For each full class period covered, one (1) full period shall accrue.
 - b. For every five (5) periods or three (3) in schools with instructional blocks, the member may take one (1) full school day of paid leave or be paid at the substitute teacher rate of pay. If a member selects to be paid, each hour of support will equate to 1.6 hours of pay. Such pay can be taken in one-hour increments.
 - c. Accruals shall be unlimited. No more than three days of accrued time may be used as comp time in a school year (Sept-June). All unused accrued time will be paid to the member at the end of the school year at the sub rate of pay. Members may request, in writing, for up to three days to be rolled into the next school year. Requests must be

made by the last day of school and must be used by January 1 of the following year or will be forfeit.

- d. Leave taken under this provision shall be taken in increments of no less than full days.
- e. Leave shall not be permitted during parent conference days and is subject to substitute availability on all other days.
- f. A sub must be secured prior to taking compensatory leave.
- g. Advance notice to the building administrator is required to take paid compensation leave.
- h. Prior approval of the building administrator is required before a member can be assigned another member's class.

D. Early Bird Classes

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

E. Early Dismissal

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

F. Extended Contract

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

Bargaining unit work that is not an extension of the member's regular contract work, i.e., curriculum development, summer school, etc., shall be paid at an hourly rate based on at least the bargaining member's individual salary step and may include a percentage increase.

Employees will be paid at the members hourly rate for presenting pre-approved professional development trainings /workshops. This would include an allotment of planning time needed for the training/workshop pre-approved by the administrator.

Employees participating in professional development will be compensated a minimum amount of pay (\$100.00 for participating in half-day trainings. \$200.00 for participating in full-day trainings) up to the member's hourly rate of pay depending on funding availability

G. Notice of Assignments and Schedules

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

H. School Calendar

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

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

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

I. Number of High School Teaching Assignments

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

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

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

J. Parent-Teacher Conferences

1. After hours' time to be compensated as equal time off as provided for in the District calendar.
2. Two (2) early release (ER) times will be allotted throughout the year to faculty for the purpose of preparation, follow through, and training. Staff may take up to one (1) hour dinner break as determined by the yearly school calendar.

K. Emergency Closures

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

In the event that the District calls for a late student start time, all employees are expected to report to work as safely and timely as possible. It is the expectation that the employees will use caution and report to their work site close to their regularly scheduled hours.

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

L. Class Size and Composition

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

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

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

M. Intra District Travel Time

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

N. District Directed Travel Time

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

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

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

O. Access to Education for Students with Medical Conditions

Below are the expectations when providing access to education for students who have a documented medical condition.

Eligibility:

The distance learning access to education option is reserved only for students who are out for five (5) to ten (10) days or more due to a documented medical condition which has been verified by the District. Students who are absent for other reasons are not eligible for this access. Nothing in this article is intended to supersede district board policy or state/federal laws.

Teacher Requirements:

- Upon notice of a student with a medical condition, teachers will be given one entire work day to prep materials.

2. Students will be provided access to class materials, at the teacher's discretion. This can include: providing digital and/or physical learning materials, and/or course access through Canvas. Families are responsible for accessing materials in the method provided by the teacher.
3. Students will be provided access to instruction, utilizing a variety of instructional methods, at the teacher's discretion. This can include: live streaming, recorded videos, slideshows, email chains, phone calls, and/or Google Meets office hours (non-class times). Teachers will communicate their instructional method(s) with students, families, and administration.
4. If a teacher chooses to live stream their lesson, it will be observation only. Questions can be emailed to the teacher. Teachers reserve the right to remove any disruptive students/parents and non-authorized individuals. The teacher's primary focus should be on the in-person students.

District Requirements:

1. The district must clearly define the procedure and communicate this to staff.
2. The district must accurately communicate to parents and other staff that these accommodations are only for required medical conditions.
3. The district must communicate with all appropriate staff (in person, email, spreadsheet) who is approved for distance learning.

ARTICLE 16 - SICK LEAVE

- A. The District shall allow each school member ten (10) days sick leave at full pay, each fiscal year for personal illness or injury, including maternity-related disability. Such sick leave shall be credited to said members on the first school day of the fall semester. In the case of members who begin service after the beginning of the school year, sick leave shall be credited on the first day of active teaching service and shall consist of one day for each payroll month remaining in the school year.
- B. Sick leave not taken shall accumulate. Sick leave accumulated in other Oregon districts shall be credited to new members after thirty (30) working days in the District. Each member shall be given an accounting of the member's used and accumulated sick leave by October 15th, February 15th, and June 30th of each school year. Members will be given an updated accounting of sick leave used and accumulated sick leave not later than the 10th of each month following a month in which sick leave was used.
- C. The sick leave allowance shall not apply, nor shall any sick leave benefits accrue, to the extent that employees are receiving compensation under the State Accident Insurance Fund for loss of time caused by accidental injury on the job while employed by the District. Since State Industrial Accident Commission benefits, if applicable, may not be determined for some time, and it is in the interest of the District and the employees to assure the employees of benefits and thereby reduce any hardship during such period of time, the clerk is hereby authorized to advance such leave benefits. In consideration of such advance of sick leave, the member agrees to reimburse the District and authorizes the clerk to withhold such amount of sick leave advances to the

member who is covered by State Accident Insurance. The clerk is authorized to reinstate once, on a dollar amount or a prorated basis to the nearest half day, the sick leave credit that was covered by State Accident Insurance Fund. In the event that member does not reimburse the District by payment or withholding, the clerk shall report such fact to the Board.

- D. Accumulated sick leave credit at reemployment following voluntary termination shall be restored at reemployment.
 - E. Sick leave in excess of five (5) consecutive school or workdays shall be allowed only upon certificate of the member's attending physician that illness or injury prevents the member from working.
 - F. Members who anticipate illness and disability during the school year shall promptly notify the District of such upon verification of physician. The District may require periodically a physician's certificate that a member can perform member's duties prior to and after anticipated illness and disability.
- G. Sick Leave Donation Program**
1. The District will not limit the number of medical emergencies in any given year. This leave is available to employees for care of their immediate families as defined in Article 18.
 2. The District and the Association agree that there are times when an employee may need additional leave days should a serious health care condition 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 Oregon FMLA.
 3. The District and the Association further agree that employees may apply for the use of up to forty (40) additional leave days during a school year under the following conditions:
 - a. The employee must have used all his/her accumulated sick leave.
 - b. The employee must have used all his/her personal leave.
 - c. The employee must not be eligible for the lost time compensation under Workers' Compensation.
 - d. The employee has been absent for five (5) consecutive days or demonstrates a continuing 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.
 4. It is agreed that the completed application, physician's statement, and any other documentation will be reviewed by the Klamath Falls City School's HR Director and the Association President.
 5. 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.

6. If donated leave is established for the member, a letter will be sent from the Director of Human Resources confirming the leave.
7. This leave is limited in scope to Klamath Falls City School's licensed employees who voluntarily donate sick leave hours using the form provided.
8. Each employee may donate sick leave in four (4) hour increments. The number of hours an employee may donate is not limited, except they must maintain at least 40 hrs. of sick leave in their own bank after the donation.
9. 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.
10. Not more than forty (40) donated sick leave days will be used by the employee in any one school year.

H. Attendance Incentive

1. The district and the association understand the significance of staff being present in the classroom and how beneficial it is to student learning, while also utilizing paid leaves for designated reasons. The district and the association shall endeavor to educate employees about the use of sick leave, the ability to transfer sick leave from district to district within the State of Oregon and how cashing out sick leave could impact retirement. Additionally, if you are a Tier 1 or Tier 2 employee, we recommend staff research how cashing out paid leaves could affect retirement. Based on this understanding, the district and the association have agreed to the following incentive plan for employees who would like to take advantage of it:
 - a. For the 2025-2026 school year, employees may cash out up to two (2) accrued personal leave days at the employee's individual salary step. Employees will be paid for these days on June 30th.
 - b. For the 2025-2026 school year, employees may cash out up to eighty (80) hours of district-accrued (not transferred from another district) sick leave at the district's standard sub rate so long as the employee maintains forty (40) hours of sick leave accrual. Any hours cashed out will be subtracted from the employee's sick leave bank. Employees shall notify the district, no later than June 1, 2026 if they would like to cash out sick leave and how many hours they would like to cash out. Employees will be paid for these days on June 30th.
 - c. The district and the association shall collect data during the 2025-2026 and 2026-2027 school years for the purposes of determining if this incentive is reducing staff absentee rates and is financially sustainable. The district and the association shall re-open this agreement during the 2026-2027 school year.

ARTICLE 17 - PERSONAL/FAMILY ILLNESS LEAVE

A. Personal Leave

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

B. Family Illness Leave

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

1. Sick leave with full pay as per the provisions of the Act shall be allowed for members of the immediate family during any school year.
2. Sick leave for the illness of other family members (other than a child) for a non-serious health condition will be allowed up to a maximum of five (5) days (no limitation for children). Additional family illness leave days may be granted in unusual circumstances on an individual basis, at the discretion of the Superintendent/designee and the principal of the school in which the member is employed. The granting of such leave shall not be considered to entitle any other member in like or similar circumstances to a similar leave.
3. Days used for family illness leave shall be charged against the member's accumulated sick leave. In no instance would the number of days so granted exceed the number of sick leave days accumulated.

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

ARTICLE 18 - BEREAVEMENT LEAVE

- A. Upon the death of an immediate family member living in a member's household, the member shall be entitled to five (5) consecutive school days leave without loss of pay.
- B. Upon the death of an immediate family member not living in the member's household, the member shall be entitled to three (3) consecutive school days leave without loss of pay. An additional two (2) days, to be taken consecutively with the first three (3), will be granted if travel time is needed due to distance. The purpose of this leave is to allow the member the necessary time to attend the funeral and to take care of necessary arrangements.

- C. Immediate family members: spouse, children, (including step, foster, and adopted), parents, grandparents, grandchildren, fathers-in-law, mothers-in-law, brothers, sisters, brothers-in-law, and sisters-in-law.
- D. Leave for the death of other persons or additional days of bereavement leave may be granted in unusual circumstances on an individual basis at the discretion of the Superintendent/designee and the principal of the school in which the member is employed. The granting of such leave shall not be considered to entitle any other member in like or similar circumstances to a similar leave.
- E. Bereavement leave shall not accumulate, nor is it limited to any number of deaths during any school year.

ARTICLE 19 - LEGAL LEAVE

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

ARTICLE 20 - EXTENDED PROFESSIONAL DEVELOPMENT

A. Purpose:

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

B. Committee:

The Joint Committee that oversees this program will be comprised of the KFEA President and Vice President, the Federal Programs Coordinator, the SPED Director, and the Director of Human Resources. The Committee will meet by May 1st, and throughout the year as necessary, to evaluate and review professional development proposals.

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

C. Funding:

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

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

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

ARTICLE 21-UNPAID LEAVE OF ABSENCE

A. International and Federal Programs

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

B. Direct Exchange Program

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

C. Professional Study

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

D. Association

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

E. Political

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

F. Child Care

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

G. General

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

H. Upon return from a leave granted under this article, a member will be considered as if actively employed by the District during the leave except it shall not apply to probationary members for

contract status. Members shall be placed upon the salary schedule as education status and years of service dictate, without credit for the time spent on leave.

- I. The District shall be required to grant no more than twenty (20) unpaid leaves per year. No more than two (2) members per department per building shall be granted such leave.
- J. Leaves shall be granted on the basis of earliest request.
- K. Application for such leaves shall be made prior to April 15th.
- L. Each member who takes an unpaid leave of absence must notify the District in writing no later than March 1st of the school year the leave is taken of his/her intent to return to full employment.
- M. In taking any of the above-mentioned unpaid leaves of absence, no member shall forfeit any rights afforded them under ORS 342.805 through 342.955 (Fair Dismissal Law). Upon return from any of the above-mentioned leaves, the member may be placed in a position similar to that which the member held at the time said leave commenced or a position for which he/she is licensed. The administration shall make the assignment.
- N. For professional leaves the deadline for application is April 15th, but the member may just file a letter of intent by April 15th, and the District will give the member until May 15th, if needed, to finalize the arrangements.

O. Conditions of Unpaid Leave of Absence

- 1. As a condition of granting an unpaid leave of absence, the following shall be applicable: If a member, during the period of unpaid leaves of absence, secures unemployment benefits which are chargeable to or reimbursable by the District, the member shall be subject to the termination of any rights that would accrue to the member from such unpaid leave of absence.
- 2. A member will not be granted a general leave of absence for the purpose of working in a teaching/administrative position. In the event a member secures a teaching/administrative position following the request and approval for a general leave of absence, the member will resign from the District.

ARTICLE 22 - PROFESSIONAL COMPENSATION

A. Professional Compensation

- 1. The professional compensation of members employed by the District is set forth-in Appendix A. Placement on the schedule will be according to number of prior years' experience allowed and educational level as verified to the District. Employees that are hired with an associates degree or without a degree (if allowable within the applicable position) will be hired on the BA+0 column.

Employees that are hired at KECDK as an ORO step 8, 9, or 10 shall be placed at year 0 and 10% less than the BA+0 column. They are not eligible to progress to BA+0 or beyond without becoming ODE authorized or TSPC certified. These individuals are not eligible for the SPED stipend.

For new CTE teachers only, credit on the wage scale may be awarded for prior work experience in only the field in which they will be teaching. This credit for experience shall not exceed 5 years' experience on the wage scale and cannot be combined with prior teaching experience. CTE teachers will receive credit for movement to the next column of the salary schedule based on college coursework, or for approved documented training relevant to their discipline and included as part of a Professional Development Plan, approved by the Industry Advisory Committee (IAC). Credit for training will be at the rate of 1 credit hour for each 8 hours of professional training.

It is agreed that credit for experience from an accredited higher education institution will be considered. One year of experience will be awarded for each year taught at least half time. A school year is defined from July 1- June 30. Half time is defined as an average of 6 credits or more per semester. Experience at a quarter term institution will be calculated by adding all of the credits from each of the terms taught (up to 4 – Summer, Fall, Winter, Spring) and then dividing the total by 2. Experience at a semester school will be calculated by adding all of the credits from each of the semesters taught (up to 3 – Summer, Fall, Spring) and then dividing the total by 2. This became effective for the 2025-2026 school year.

2. For the 2025-26, school year, bargaining unit members will receive a 5% COLA increase. For school year 2026-27, bargaining unit members will receive a 3% COLA. For the years of 2027-28 and 2028-29 the contract will be opened for Article 22.A.2 only.
3. Extra duty compensation of members employed by the District is set forth in Appendix B.
4. Members shall be awarded credit for teaching experience outside of the District, as determined by the District, but not to exceed actual years of experience.
5. This salary schedule is based upon 190-day contract year with the number of instruction days specified in the calendar adopted for each year. Members working on a reduced or extended contract shall have salary prorated to length of contract by subtracting or adding to the salary determined for a regular 190-day period an amount, which is equal to the product of the number of days, worked in excess of 190 and 1/190 of the contract salary for 190-days.
6. If a member completes the approved necessary credits for advancement to a higher educational level on the compensation schedule, an adjustment in placement on the schedule will be made. This adjustment will be effective in the appropriate school year only if the member notifies the Human Resources Director in writing prior to October of said year with proper verification of having successfully completed the approved course work. For staff that are hired with less than a Bachelor's degree and were initially placed on the BA+0 column, in order for the member to move columns, they must obtain the Bachelor's degree plus additional credits.
7. A member shall be advanced one-step on the salary schedule based upon satisfactory performance for each school year.
8. For the purposes of salary schedule advancement, one (1) year of experience shall be defined as 110 or more working days of satisfactory teaching employment, one-half (1 /2) day or more, of the same school year in the District.

9. During each school year of the term of this contract, each member who has been teaching in Klamath Falls City Schools for a period of seven (7) years or more and who does not advance on any salary column from his/her position during the previous year and does not advance to another salary column, either because of additional education or because of additional experience, will be paid 3% of that year's base salary in a lump sum, separate check payment no later than June 1st of the contract year; provided, however, that a member who notifies the District at the beginning of a school year by September 1st of his/her intent to retire during or at the end of that year shall have the option to receive one-ninth (1/9) of 3% of the base salary during each month of his/her employment.
10. The District will provide a \$5,000 signing incentive for difficult to fill positions. These positions will be identified on an annual basis by the Contract Maintenance Committee by February 1st of each year. The bonus will not be extended to current District teachers or former District teachers (including retirees).
11. The signing incentive will require a teaching commitment of three (3) years with KFCS. The signing bonus will be paid in three (3) payments: Year one (1): \$2,500; year two (2) \$1,500; and year three (3) \$1,000. Year one (1) of the signing incentive, the full \$2,500 will be paid to the successful candidate at the end of August. For the subsequent years, the candidate will be paid in the September payroll.
12. Employees who have multiple endorsements and are using these multiple endorsements in their assigned teaching assignment will receive an annual stipend equal to 2.5% of the base (BA Step 0).
13. Elementary teachers (not including special education teachers, or specialists such as music teachers) who teach split classes seventy-five percent (75%) or more of the day in their teaching assignment, will receive an annual stipend equal to 2.5% of base salary schedule (BA+0 Step 0). Half-time teachers will earn half of the stipend (1.25% of the base salary schedule) if seventy-five percent (75%) of their classes are split.
14. The District shall sponsor and pay for maintaining the professional licensure for Speech Language Pathologists (SPLPs). In addition, the District will pay for all SPLPs to attend OSHA.
15. The District will prorate benefits based upon FTE of the employee including Insurance Contributions, Sick Leave, Personal Leave, and Retire Benefits.
16. Dual Credit Stipend: A teacher who offers a course articulated through KCC, OIT, SOU, or other educational institution will receive a stipend of \$350 for each CRN taught at the end of the year. Courses must be 100 level or above. This does not include classes in which the teacher receives an extra duty stipend. Classes that have a CRN for the lecture portion and a CRN for the lab portion will receive one stipend.
17. AP Teachers: The District shall fund required training for secondary teachers who are appropriately TSPC-endorsed and assigned to teach District-approved AP courses.
18. Class Size Stipend: Teachers in grades K-3 whose class size is 26 or above; teachers in grades 4-5 whose class size is 29 or above; and teachers in grades 6-12 whose student count is above 180 (excluding PE and Music) for at least 50% of the quarter shall receive a stipend of

\$175 for the quarter. PE teachers whose student count is 240 or above for at least 50% of the quarter shall receive the same \$175 per quarter stipend. Music teachers do not qualify for this additional stipend. This does not include the head count from Advisor classes.

19. Each grade prep day, teachers will review their class size and student counts and must notify their principal in writing if they are at or above the above-mentioned limit. Once the principal has reviewed and confirmed the average size/student count meets the requirements, the Principal will notify the Human Resources Department. A teacher who fails to report their class size/students counts on grade prep day will not be eligible for this stipend.
20. Grant Management: All grants require the completion of a district grant application which must be pre-approved by the Superintendent's designee and reviewed by the appropriate District Administrators. This must be completed prior to submitting the grant to ODE or other agency. The grant may include pay for grant management up to 10% of the award amount (if an allowable expense in the grant). The amount of pay will take into consideration the duties of the grant manager and the time commitment. No payment shall be awarded if the grant is not approved.

B. District Sponsored Childcare

The District agrees to provide KFEA staff first access to open District sponsored Daycare spots for children age birth – age 5 at a reduced rate. 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. In order to be eligible for this benefit, staff must approve a payroll deduction for their responsible fees.

ARTICLE 23 - INSURANCE

- A. The District shall contribute up to the following amounts toward OEGB insurance premiums. Members married to another Klamath Falls City School employee (Dual employees) within the KFCS shall be entitled to one (1) full family or one (1) two party medical benefit per couple plus a \$200 stipend per employee (\$400 per couple) to be included in the October paycheck.
 1. The District's contribution toward insurance premiums will increase by 3.4% for the 2025-26 school year beginning October 1st and ending September 30th. For years 2026-27, 2027-28, and 2028-29, the increase will be the aggregate OEGB increase up to 5%. If the OEGB aggregate increase is above 5%, then the Association and District shall reopen this section only.
 2. Insurance Premiums: Maximum Contributions by District:

	2025-2026
Full Family Maximum	\$2277
Employee/Spouse Maximum	\$1604
Employee/Child Maximum	\$1313
Employee Only Maximum	\$735
	TBD for 2026-27, 2027-28, and 2028-29

3. 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).
- B. The District will contribute to the employees' HSA (Health Saving Account) 90% of the difference between the premium for those employees who select an HSA qualified health plan and the insurance maximum contributions.
1. The District may provide this insurance through the insurance company of its choice, but in the event the District intends to change to another insurance company, it shall meet and confer with the Association before executing the change.
 2. 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.
 3. The District will establish a District Health Insurance Committee. This committee will be under the direction of the Superintendent/designee and will consist of employees representing each union or association within the District. The number of committee members will be prorated by the number of members in each group (1 per every 50 members). The committee will make recommendations for benefit changes by June 1st of each year and review the insurance contract at least annually.
 4. Long-term disability insurance shall be provided at a cost to the District of not more than \$15.00 per month per eligible member. In the event \$15.00 per month is not sufficient to cover the actual cost of the program of long-term disability selected by the Association, the member shall pay the difference between actual and \$15.00 above through payroll deduction.
 5. Members married to members within the unit shall be entitled to one (1) family or one (1) two-party medical benefit per couple. The event of a contract change is classified as a qualifying event for the change of health insurance plans.
 - a. Upon termination of a marriage, affected employees shall be entitled to full coverage for themselves and eligible dependents.
 - b. Members who are married to members employed by Klamath Falls Schools shall both receive dental and vision coverage.
 6. If the District maximum contribution does not cover the full premium payment, members will be responsible for the remaining balance of the premium. The remaining balance for premium will be automatically deducted from monthly pay.

7. The District will continue to make available a Section 125 Cafeteria Plan for all employees.
- C. 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.
 - D. There will be no "unused employer contribution" to be used toward other coverage's and no funds will be paid as cash. The District and the Union agree premiums shall include any administrative fees. Any administrative costs assessed by OEBC shall be considered to be part of premium costs for the insurance program and are subject to the same contribution limitations stated above. The District will not be responsible for any costs associated with the insurance program beyond the negotiated contribution.
 - E. 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.
 - F. The District will only provide employees who resign/retire health insurance through the end of the month in which they resign/retire, unless the employee completes the entire school year, in which case the District will pay for premiums in the months of July and August. The employee may choose to elect COBRA at their own expense.

ARTICLE 24 - WORKING CONDITIONS

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.

A. School Sites and District Climate Teams:

1. Each school site will create a climate committee. This committee will be chosen jointly by the building administrator and the KFEA Union representative and will consist of 4-6 staff members (administrator, KFEA building rep, licensed, non-licensed). The committee will meet monthly and will identify issues that need to be addressed within their specific school site.
2. A District Climate Team will be created, which will include one member from each school site committee and at least 4 District administrators. This committee will meet quarterly. The District committee will identify 3-4 key issues that the site teams deem necessary. An

annual survey in the fall will be conducted by this team focusing on school and district climate.

B. Safety and Disrupted learning:

1. Teachers shall have 1 day to prepare for new students.
2. Licensed staff shall be informed of students who evidence behaviors that could present a safety risk to the students or staff when the District is aware of such information. Licensed staff will be provided with specific information about the known behavior pattern(s) of the student(s) and suggested strategies for managing these behaviors. 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 teachers in the student information system.
3. KFCS will provide the following structure to promote student and staff safety:
 - a. 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.
 - b. Behavior Teams will be established at every school that meets at least once per month. Team members will include: principal, dean of students, Intervention Lead (where applicable), Behavior Analyst (when needed), school counselor/CDS (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.
 - c. 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.
 - d. 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.

ARTICLE 25 - FUNDING

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

ARTICLE 26 - RETIREMENT

A. Group 1

Employees who chose the TSA program by June 15, 2010, and did not retire by 2020.

1. Members will be paid one-month's salary computed on retirement year salary (1/12). The payment of one month's early retirement salary may be distributed over the last year's salary as opposed to a lump-sum payment to members that indicate they will retire at the end of the year if notification is given September 1st of the school year they plan to retire. A lump-sum payment will be available for those who choose.
2. Any employee currently receiving a \$120 District Match will continue to receive that monthly match. Please see D below for monthly contribution amounts.
3. Members will be paid one-month's salary computed on retirement year salary (1/12). The payment of one month's early retirement salary may be distributed over the last year's salary as opposed to a lump-sum payment to members that indicate they will retire at the end of the year if notification is given September of the school year they plan to retire. A lump-sum payment will be available for those who choose.

B. Group B

Employees hired during 2008 and before who did not qualify for 2020 retirement benefits will receive the TSA matches as described in C (includes three 2009 transfers to KFCS from KCSD) * and:

The District will honor the following early retirement language for those members described above. No teacher hired after the signing date of the contract dated July 1, 2018 will qualify for early retirement benefits.

The District shall:

1. For an employee who has 30 years in PERS or is 58 the District will contribute up to \$500 employee only insurance cap for seven years maximum OR may choose a stipend up to \$400/monthly for seven years;
2. For a retiree who is 60, the District will contribute the maximum employee only insurance cap up to \$700.00 until the retiree becomes age sixty-five (65); or choose a stipend up to \$560/monthly for five years;
3. KFEA members described above may also continue to receive TSA contribution matches until 2021 and had to decide by June 10, 2021 if they would prefer to have the District match into their TSA OR the retirement option mentioned above;
4. Employee who chooses the insurance/stipend option must decide by May of their retirement year which option (insurance/stipend) they want.
5. *There will be no reopener on this language for this group of employees.
6. The MOU dated April 6, 2021, identifies the only employees eligible for this section.

7. Members will be paid one-month's salary computed on retirement year salary (1/12). The payment of one month's early retirement salary may be distributed over the last year's salary as opposed to a lump-sum payment to members that indicate they will retire at the end of the year if notification is given September of the school year they plan to retire. A lump-sum payment will be available for those who choose.

C. Group C

Employees hired after June 30, 2008 /TSA (Tax Sheltered Annuity) as follows:

1. All employees will receive a District Match up to 4% of base salary (BA+0 year 0) annually.
 2. Members will be paid one-month's salary computed on retirement year salary (1/12). The payment of one month's early retirement salary may be distributed over the last year's salary as opposed to a lump-sum payment to members that indicate they will retire at the end of the year if notification is given September of the school year they plan to retire. A lump-sum payment will be available for those who choose. Members must be PERS eligible, not already drawing PERS, and contract status (non-probationary).
- D. Notice of retirement (resignation) shall be provided to the District no later than sixty (60) days prior to the actual date of retirement (resignation).

Resignation shall not be revocable.

Members must retire and begin drawing PERS or be eligible to draw PERS to continue to draw benefits.

Benefits will begin the following month for those retiring.

The early retirement plan terminates upon the death of the member.

ARTICLE 27 - DUES AND PAYROLL DEDUCTION

- A. Any Association member may sign and deliver through the Association to the Superintendent/designee an assignment authorizing deductions of membership dues in the KFEA/OEA/NEA. Such authorization shall continue in effect from year to year, unless revoked in writing as hereinafter provided. Pursuant to such authorization, dues will be deducted for eleven (11) months in the following manner:
1. Local (KFEA) dues would be deducted from the September payroll.
 2. NEA/OEA dues will be deducted beginning with the October payroll and will be deducted over the next 10 pay periods.
 3. Deductions for members who join the Association after the commencement of the school year shall be appropriately prorated so that payments will be completed by the following July.

- B. Withdrawing the payroll deduction for such dues may be accomplished by writing a letter to the office of the Association and to the office of the Superintendent/designee and delivered prior to the first day of October of any year.
- C. A list of employees on Association dues deduction shall be sent to the Association, together with the remittance due to the designated organizations (i.e., local- OEA/OACE-NEA), within five (5) days after the monthly salary check has been received by the members of the District. The Association agrees promptly to advise the Superintendent/designee of all members of the Association in good standing from time to time, and to furnish any other information needed by the Superintendent/designee to fulfill the provisions of this article, and not otherwise readily available to the District.
- D. Upon appropriate written request from the member, the District shall deduct from the salary of any member and make appropriate remittance for the following approved deductions:
 - Savings Bonds Credit Union
 - Tax-sheltered Annuities United Way
 - OEA Foundation
 - Other mutually agreeable deductions

Requests for addition or deletion of any of the six (6) listed items for payroll deduction may be made monthly, prior to the District monthly payroll, except tax sheltered annuities which shall be according to law.

ARTICLE 28 - NOTICE

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

Klamath Falls City Schools 1336
Avalon Klamath Falls, OR 97603

Klamath Falls Education Association
6350 South Sixth Street
Klamath Falls, OR 97603

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

ARTICLE 29 - REDUCTION IN FORCE

- A. The Reduction in Force article shall apply to all releases, layoffs, or terminations for non-personal reasons. Nothing in this article is intended to modify the discretion of the school board to non-renew probationary members under the Fair Dismissal Law (ORS 342.835) for any reason deemed in good faith sufficient so long as such reasons are personal to the member.
- B. The District shall determine when a reduction in force is necessary and which programs shall be affected. When considering a reduction in force, the District shall, insofar as reasonably practicable, provide forty-five (45) calendar days written notice prior to the end of the school year to the Association that such reduction in force is under consideration and shall specify

which program areas are being considered. At least thirty (30) calendar days prior to individual lay-off notices being issued, a complete bargaining unit seniority and certification list shall be provided to the Association. Individual lay-off notices shall be issued no later than twenty (20) calendar days prior to the end of the school year. If reduction of force is necessary at midyear, the District shall, insofar as reasonably practicable, follow the sequence/timing of the procedure as outlined.

- C. In conducting a layoff under this Article, the District will first determine the program(s) or area(s) scheduled for reduction or elimination.
1. After such determination, the District will make every reasonable effort to transfer members in such program(s) or area(s) to other vacant positions for which they are properly licensed.
 2. The District will make every reasonable effort to combine positions in a manner, which allows members to remain licensed so long as the combined positions meet the curricular needs of the District.
 3. Layoffs will be based upon the criteria set forth in Section D.
- D. In the event the District, in its discretion, determines that a layoff is necessary, then it will determine the members to be retained by means of the following criteria:
1. A determination of whether the members to be retained hold the proper licensure to fill the remaining position(s).
 2. A determination of the seniority of the member to be retained. "Seniority" shall be measured from the first day on the job for pay purposes inclusive of approved leaves of absences. The seniority of members with the same hire date will be determined by a one-time drawing of "lots". The drawing will occur by October 1st of each school year and will include all members hired that year. The drawing will be held in the presence of the KFCS Director of Human Resources and the KFEA President. Once seniority within each hire year has been established, it becomes permanent and will follow the member throughout their employment in the District. If an employee resigns from the District and is rehired at a later time, seniority for the purpose of RIF is calculated using the most recent hire date. Once recorded, copies of the updated seniority list will be available at both the KFCS Personnel Office and the OEA Office.
 3. A determination of the competence of- a member being retained.
 - a. "Competence" means the ability to teach a subject or grade level based on recent teaching experience related to that subject or grade level within the last five years, or educational attainments, or both, but not based solely on being licensed to teach.
 - b. This provision will comply with ORS 342.934.
 4. In the event two or more members are licensed and competent, seniority will prevail.
- E. *Recall/Termination Rights*
1. Any member released, laid off, or terminated under this article shall have the right of recall for any position created or vacant for twenty-seven (27) months after the actual date of release, layoff, or termination.

2. A permanent member under the Fair Dismissal Law who is recalled shall retain the permanent status obtained before the release, termination, or lay off under this article. A probationary member under the Fair Dismissal Law who is recalled shall have the years taught for the District counted as if the employment has been continuing for purposes of obtaining permanent status.
 3. Members shall be recalled under this article in reverse order of release, lay off, or termination, subject to the requirement that the member be licensed and competent for the position. The member's licensure and competence for recall purposes shall be the license held as of the original lay-off notification.
 4. Notice of an offer of recall shall be by licensed mail, return receipt requested, to the member's mailing address registered with the District's Personnel office. A copy of the notice of offer to recall shall be mailed at the same time to the Association.
 5. To accept an offer of recall, the member must indicate acceptance within twenty (20) days of receiving the notice of recall. Notwithstanding, a recalled member will have up to 60 calendar days to return to district employment if that recalled member is, at the time of recall, employed by another school District and is required to give 60 days' notice of intended resignation to the other school District. If such a recalled member is released from the employment contract with the other school District, then such recalled member must return immediately to District employment.
 6. A member shall lose the right to recall by resigning or failing to accept an offer of recall to an equivalent (part-time/full-time) teaching position. However, acceptance or non-acceptance of an offer of recall to a teaching position of less than the equivalent (part-time/full-time) position shall not cause the member to lose recall rights to an equivalent (part-time/full-time) position.
 7. Members released, laid off, or terminated under this article shall have the right to continue participation in the group medical insurance plan provided they pay the regular monthly premiums. The term of this right shall coincide with the term of any member's recall rights under this Article and shall terminate when the member's recall rights terminate.
- F. The parties intend that this article is subject to all of the mandatory requirements of the Fair Dismissal Law and other applicable mandatory requirements of the Fair Dismissal Law and other applicable statutes, and nothing in the article shall be interpreted in a manner inconsistent with such legal requirements. In the event of such conflict, such legal requirements shall control over any language of this article in conflict, and such language shall be of no effect. In areas where the statutes allow District discretion, the parties do intend and agree that such discretion will be exercised in a manner strictly consistent with this article.

ARTICLE 30 - EFFECT OF AGREEMENT

- A. The parties agree that during the life of this Agreement, the other shall not be obligated to negotiate or bargain collectively with respect to any subject or matter, whether referred to herein or not, even though such subject or matter may not have been in the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this

Agreement. These terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written amendment executed according to the provisions of this Agreement.

- B. Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the Agreement if not affected by the deleted article, section, or clause.
- C. Any individual contract between the Board and an individual member heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- D. The Board and Association agree that all differences between them shall be resolved by the orderly procedures provided herein, or shall remain unsolved in the event of inability to agree in good faith, and that the school program shall not be interrupted by the Association or the members and that they will not participate in, encourage, or support any interruption of professional services in whole or in part from the full, faithful and proper performance of the member's duties.
- E. All references to persons in this Agreement designate both sexes and when the female or male gender is used, it shall be construed to include both male and female.
- F. No member by the signing of this agreement shall suffer a reduction in wages, fringe benefits, or other established conditions traditionally thought to be an economic benefit.

ARTICLE 31 - TUITION REIMBURSEMENT PROGRAM

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

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

Disbursement Procedures:

1. Licensed members may apply for reimbursement upon submission of receipts transcripts, or grade cards for tuition, books, registration fees, or other associated expenses directly related to the course (i.e. lab fees). Travel, mileage, lodging, parking, telephone, and other indirect expenses are not eligible for reimbursement.
2. Reimbursement for all courses will be granted only for those courses directly related to the applicant's assignment, unless approval of the Review Committee is granted. Effective November 8, 2019, the applicable costs of obtaining and maintaining a National Board Certification will be eligible reimbursable expenses.

3. Reimbursement will be provided for coursework completed during the previous Academic Year (Fall-Winter-Spring-Summer terms).
 4. No member may be reimbursed more than \$2000 during any one school year.
 5. Requests for reimbursements must be submitted to the District Personnel Office not earlier than Sept 1, and no later than October 15 of each year, with disbursement of funds completed no later than December 1 of the same year.
 6. In order to be eligible for reimbursement the member must be employed by the District during the previous and current school years.
 7. If reimbursement request exceeds the available funds in the program, all requests will be pro-rated by equal percentage factor until the sum of all request in equal to \$20,000.
 8. The requests for reimbursement will be reviewed by a Review Committee composed of the KFEA President, and Association Designee, and the District Director of Human Resources or Superintendent's designee.
- B. It is agreed that the District will establish an additional opportunity to develop SPED staff at all schools from the IDEA grant. Reimbursement upon submission of receipts, transcripts, or grade cards for tuition, books, registration fees or other associated expenses directly related to the course, training, or conference. These funds supplant the KFEA Tuition Reimbursement fund source. Participation in this SPED reimbursement program in a given year precludes an application for Article 31 tuition reimbursement offered to all employees.

In order to be eligible for reimbursement, the member must be employed by the District during the current school year. If reimbursement requests exceed the available funds in the program, all requests will be pro-rated by an equal percentage factor. The requests for reimbursement will be accepted by September 30, January 30, and June 30 to the Review Committee. Members must be pre-approved to qualify for reimbursement by SPED director. Members may be reimbursed up to the full amount of the eligible reimbursement request, not to exceed a total of \$10,000 total. In limited circumstances, the District may pay for the funds directly to the school of choice.

ARTICLE 32 - RETIRED TEACHERS WHO ARE REHIRED

All contractual rights and benefits under the Collective Bargaining Agreement will be afforded to re-employment unit members, except those rights and/or benefits expressly set forth below as exclusions.

Employees who retire from the Klamath Falls City Schools and who are subsequently re-hired will be employed under the following conditions:

A. Retirement Mid-School Year

1. Employees will be employed as a temporary teacher, on a temporary contract, for the remainder of the school semester or year.
2. Employees will receive the early retirement benefits contained in Article 26 of the Agreement, if eligible.
3. Employees will receive his/her current contracted salary for a period not to exceed his/her current contracted year.
4. Member will receive one (1) day of paid sick leave per contract month (cumulative) at the beginning of service period.
5. Employees will be reimbursed for their personal leave day(s) if they have not used them prior to their retirement.
6. Employees will be provided with long-term disability insurance, personal leave days, and paid holidays.
7. Employees will be eligible for the Sick Leave Donation Program.
8. Employees will be eligible for the Tuition Reimbursement Program.
9. Employees may continue to pay KFEA dues in accordance to the KFEA Collective Bargaining Agreement.
10. The District will make payments to PERS for the employed unit member who is already drawing PERS benefits, if mandated by state law.

B. After Actual Year of Retirement

1. All employees wishing to retire and return to work the following school year (or any year thereafter) will be required to apply for an open position. It will be the District's discretion to rehire retirees. Individuals that return to work during retirement will be considered new hires, have a new hire date, and have no seniority upon hire. The employee will be probationary for three (3) years. By March 15th of each year following retirement, the Board will consider if the employee will be rehired or be non-renewed. By March 15th of the third year, the employee will be considered by the Board to be either be rehired as a contract employee or non-renewed.
2. Member will receive one (1) day of paid sick leave per contract month, cumulative from the date of re-employment following District retirement. These days will not add to the total Sick leave accumulation prior to retirement.
3. All medical, dental, vision, and long-term disability insurance benefits will be offered to retirees at equal rates to those offered to regular employees as listed in the Collective Bargaining Agreement (CBA). A retiree may choose to keep early retirement benefits in lieu of the CBA cap. If the employee elects medical coverage as described above, 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.

4. Employees may continue to pay KFEA dues in accordance to the KFEA Collective Bargaining Agreement.
5. The District will make payments to PERS for the employed unit member who is already drawing PERS benefits, if mandated by state law.

ARTICLE 33 - DURATION OF AGREEMENT

Effective Date - The Agreement shall be effective as of July 1, 2025, and shall continue in effect until June 30, 2029.

The 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 and Memorandums of Understanding 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 Chairperson.

KLAMATH FALLS EDUCATION
ASSOCIATION



12/10/2025

Date

KLAMATH FALLS CITY SCHOOL
BOARD CHAIR



12/9/2025

Date

KLAMATH FALLS EDUCATION
ASSOCIATION



12/10/2025

Date

APPENDIX A-1 - PUBLIC EMPLOYEES RETIREMENT SYSTEM PICK-UP

Beginning with the September 30, 1980, payroll for work performed on and after July 1, 1980, the District shall cease withholding from employees' monthly salaries the contributions required by ORS 237.071; and shall "pick up", assume, and pay a six percent (6%) average employee contribution to the Public Employees Retirement Fund for the employee members then participating in the Public Employees Retirement System. Such "pick up" or payment of employee member monthly contributions to the system shall continue until the termination of this agreement and shall also be applicable to employees who first begin to participate in the system on and after July 1, 1980, to the termination of this agreement.

The full amount of required employee contributions "picked up" or paid by the District on behalf of employees pursuant to this agreement shall be considered as "salary" within the meaning of ORS 237.003 (8) for the purpose of computing an employee member's "final average salary" within the meaning of ORS 237.003 (12), but shall not be considered as "salary" for the purposes of determining the amount of employee contributions required to be contributed pursuant to ORS 237.071. Such "picked up" or paid employee contributions shall be credited to employee accounts pursuant to ORS 237.071 (2) and shall be considered to be employee contributions for the purpose of ORS 237.001 to 237.320.

APPENDIX A-2 - 2025-2026 SALARY SCHEDULE

Years	ORO	BA	BA+24	BA+45	BA+60/ MA+0	MA+15	MA+30
0	\$46,908.25	\$52,120.28 BASE	\$53,423.92	\$54,755.18	\$55,852.28	\$56,959.91	\$58,381.93
1	\$48,434.34	\$53,815.93	\$55,159.02+-	\$56,536.33	\$57,667.64	\$58,817.36	\$59,994.70
2	\$50,003.03	\$55,558.92	\$56,946.75	\$58,372.71	\$59,542.18	\$60,730.05	\$61,946.86
3	\$51,752.88	\$57,503.20	\$58,944.96	\$60,413.02	\$61,628.51	\$62,855.86	\$64,109.49
4	\$53,563.10	\$59,514.56	\$61,007.61	\$62,532.24	\$63,779.31	\$65,052.69	\$66,356.33
5	\$55,437.24	\$61,596.94	\$63,147.88	\$64,721.19	\$66,011.67	\$67,335.02	\$68,679.44
6	\$57,385.98	\$63,762.21	\$65,347.35	\$66,989.07	\$68,322.94	\$69,689.72	\$71,080.17
7	\$59,391.56	\$65,990.62	\$67,644.17	\$69,329.28	\$70,718.42	\$72,127.28	\$73,565.10
8	\$61,179.28	\$67,976.98	\$69,667.36	\$71,407.72	\$72,835.01	\$74,289.93	\$75,777.73
9	\$63,006.08	\$70,006.76	\$71,764.22	\$73,544.06	\$75,022.64	\$76,520.97	\$78,053.49
10	\$64,901.53	\$72,112.81	\$73,905.81	\$75,757.99	\$77,274.73	\$78,816.47	\$80,396.35
11	\$66,844.35	\$74,271.50	\$76,123.69	\$78,029.81	\$79,593.91	\$81,184.31	\$82,804.96
12			\$78,409.97	\$80,295.05	\$81,978.86	\$83,616.63	\$85,287.26
13				\$82,786.56	\$84,442.72	\$86,125.22	\$87,845.87
14				\$85,268.85	\$86,973.69	\$88,711.43	\$90,480.75
15					\$89,934.82	\$91,729.13	\$93,614.20
16					\$92,985.41	\$94,845.48	\$96,745.03

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

APPENDIX A-3 - 2026-2027 SALARY SCHEDULE

Years	ORO	BA+0	BA+24	BA+45	BA+60/ MA+0	MA+15	MA+30
0	\$48,315.50	\$53,683.89 BASE	\$55,026.63	\$56,397.83	\$57,527.85	\$58,668.70	\$60,133.39
1	\$49,887.37	\$55,430.41	\$56,813.79	\$58,232.42	\$59,397.67	\$60,581.88	\$61,794.54
2	\$51,503.12	\$57,225.69	\$58,655.15	\$60,123.89	\$61,328.45	\$62,551.95	\$63,805.27
3	\$53,305.46	\$59,228.29	\$60,713.31	\$62,225.41	\$63,477.37	\$64,741.53	\$66,032.78
4	\$55,169.99	\$61,299.99	\$62,837.84	\$64,408.20	\$65,692.69	\$67,004.27	\$68,347.01
5	\$57,100.36	\$63,444.85	\$65,042.32	\$66,662.83	\$67,992.02	\$69,355.07	\$70,739.82
6	\$59,107.56	\$65,675.07	\$67,307.77	\$68,998.74	\$70,372.63	\$71,780.41	\$73,212.58
7	\$61,173.31	\$67,970.34	\$69,673.50	\$71,409.16	\$72,839.98	\$74,291.10	\$75,772.05
8	\$63,014.66	\$70,016.29	\$71,757.38	\$73,549.95	\$75,020.06	\$76,518.62	\$78,051.07
9	\$64,896.26	\$72,106.96	\$73,917.15	\$75,750.38	\$77,273.32	\$78,816.59	\$80,395.10
10	\$66,848.58	\$74,276.20	\$76,122.99	\$78,030.73	\$79,592.97	\$81,180.96	\$82,808.24
11	\$68,849.68	\$76,499.64	\$78,407.40	\$80,370.70	\$81,981.72	\$83,619.84	\$85,289.11
12			\$80,762.27	\$82,703.91	\$84,438.22	\$86,125.13	\$87,845.88
13				\$85,270.15	\$86,976.00	\$88,708.98	\$90,481.24
14				\$87,826.92	\$89,582.91	\$91,372.78	\$93,195.17
15					\$92,632.87	\$94,481.01	\$96,422.62
16					\$95,774.97	\$97,690.85	\$99,647.38

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

APPENDIX A-4 - POSITION SPECIFIC ADDITIONAL PAY

	2025-26	2026-27	2027-28 & 2028-29 are TBD
Group 1 -	<u>\$521.20</u>	<u>\$536.84</u>	
Elementary Orchestra Elementary Music			
Group 2-	<u>\$1,563.61</u>	<u>\$1,610.52</u>	
6-8 Orchestra			
Group 3-	<u>\$2,084.81</u>	<u>\$2,147.36</u>	
MS Choral Ensemble MS Student Council Teacher on Special Assignment (TOSA) ELL Coordinator Dean of Students MTSS (RTI) Lead Instructional Coach Autism Consultant Federal Programs Coordinator			
Group 4-	<u>\$3,127.22</u>	<u>\$3,221.03</u>	
K-8 Band 9-12 Jazz Band HS Orchestra SPED Teacher			
Group 5-	<u>\$4,690.83</u>	<u>\$4,831.55</u>	
HS Choral Director SPED Coordinator*			
Group 6-	<u>\$5,733.23</u>	<u>\$5,905.23</u>	
HS Drama			
Group 7-	<u>\$8,339.24</u>	<u>\$8,589.42</u>	
Band Director Nurse Speech Language Pathologist Psychologist BCBA Autism Specialist (licensed) Physical Therapist Behavior Classroom Occupational Therapist			

****Not eligible for the Group 4 SPED Teacher stipend.***

APPENDIX A-5 – PRINCIPAL ASSIGNED ADDITIONAL PAY

2025-26 Base - \$52,120.28

2026-27 Base - \$53,683.89

2027-28 & 2028-29 Base - TBD

2% of base

5th Grade Outdoor Science School

K-12 Mentors

4% of base

MS Yearbook

MS Student Council

9th Grade Success Team

6% of base

MS WEB

Music Coordinator

8% of base

HS Advance Media

11% of base

HS Yearbook

FFA Assistant Advisor

16% of base

FFA Chapter Advisor

HS DECA

HS Culinary (FCCLA Advisor)

HS HOSA

APPENDIX B-1 - EXTRA DUTY PAY

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

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

APPENDIX B-2 - EXTRA DUTY SALARY SCHEDULE K-12

2025-26 Base - \$52,120.28

2026-27 Base - \$53,683.89

2027-28 & 2028-29 Base - TBD

.5% of base

Tag Lead

1.0% of base

MS Leadership Team

Freshman Class Advisor

Sophomore Class Advisor

2% of base

KU Ticket Manager

Junior Class Advisor

Senior Class Advisor

4% of base

HS Honor Society

MS Yearbook

HS Social Media Coordinator

MS Student Council

Graduation Coordinator

MTSS Implementation Team

Flight Team Coordinator

6% of base

Mentor Coordinator

9% of base

HS Student Government

14% of base

Migrant Extended Day& Yr. Coord

16% of base

HS Senior Project Coordinator

Marketing Coordinator

APPENDIX C - STUDENT CLASS SIZE, COMPOSITION, & DAILY CONTACT MANAGEMENT FORM

Name: _____ Date: _____

School: _____ Class: _____

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

1. Explain the current issue.

2. How have you attempted to address the issue?

3. With your principal, discuss section 3 and create a strategy to address the issue. Indicate new remediation efforts including strategy, timeline, and date for review of remediation effort. Consider the following options:

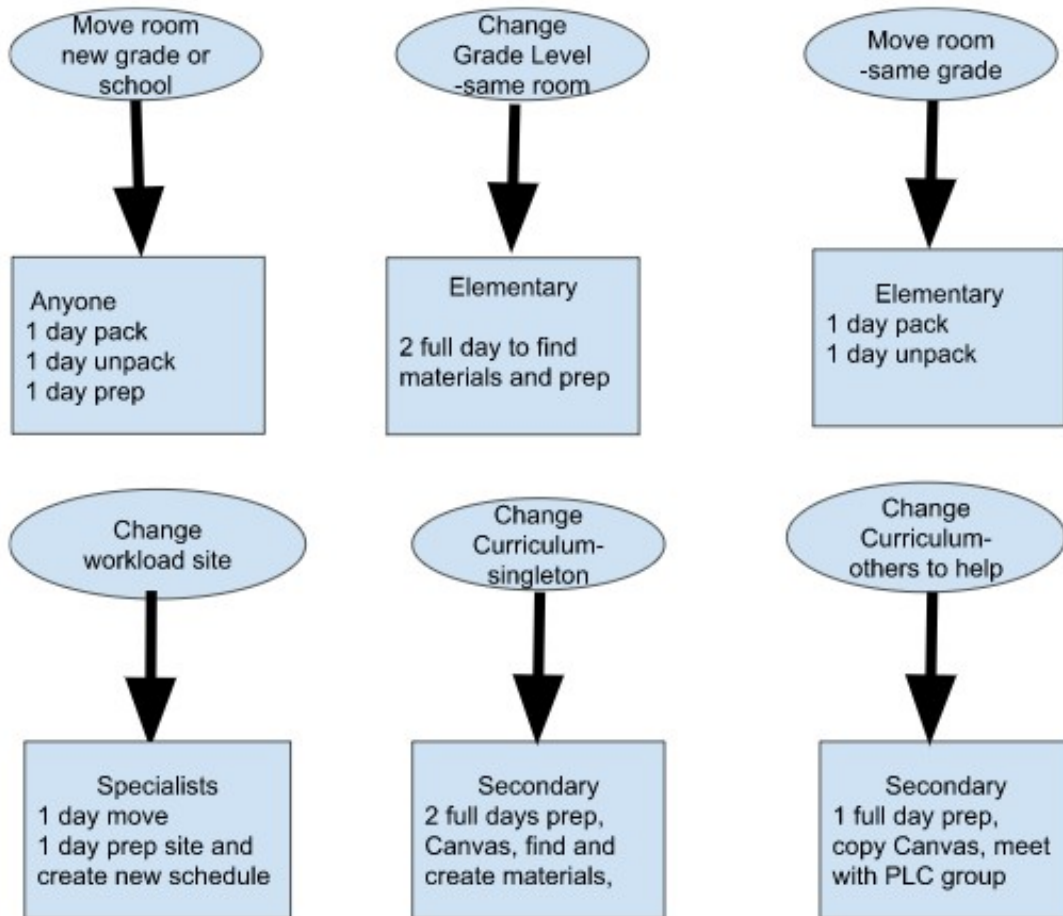
- a. Refer students to Dean of Students, YAT, or EBIS Team
- b. Transfer students to another classroom
- c. Reverse an intra-district transfer for individual students
- d. Request paid release time for classroom planning, grading, or conference preparation
- e. Reallocate paraprofessional time as appropriate or as needed
- f. Network with counselor or other appropriate personnel
- g. Utilize TOSA's, RTI Teachers, or Mentors for support
- h. Request a paid (stipend) extra assignment for grades 7-12 (e.g. Early Bird class)
- i. Request Professional Development to find supportive strategies (e.g. AVID training, Differentiated Instruction, Engagement Techniques)
- j. Request additional help (ex. Hired Reader for essays, etc.)
- k. Other solution:

4. Indicate how the issue was resolved. _____

Principal's Signature _____ Employee's Signature _____

APPENDIX D - INVOLUNTARY TRANSFER COMPENSATION

Involuntary Transfer Compensation (after contract days begin)



- Notes:

- Admin and staff will work together for specific time: subtime, comp time, or pay for outside of work time.
- Move over summer - personal request to change: Not compensated
- Move rooms just because staff wants a different room: Not compensated

APPENDIX E – ATHLETIC COACHING POSITIONS WITHIN THE DISTRICT

The following is a list of athletic coaches at the time the CBA was approved. It will not be updated as coaching positions change. Athletic coaches are not covered under the KFEA CBA.

Middle School –

Head Coaches –

Cross Country

Head Track

Assistant Coaches -

Cross Country

Assistant Track

High School –

Head Coaches –

Football

Basketball (boys & girls)

Varsity Rally

Baseball

Cross Country

Golf

Soccer (boys & girls)

Softball

Swim

Tennis (boys & girls)

Track

Volleyball

Wrestling

Assistant Coaches –

Football

Basketball (boys & girls)

Baseball

Cross Country

Soccer (boys & girls)

Softball

Swim

Track

Volleyball

Wrestling

Other Athletic Positions –

Athletic Assistant

Ticket Taker