

**CERTIFIED
COLLECTIVE
BARGAINING
AGREEMENT
2024-2026**



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ARTICLE 1

STATUS OF AGREEMENT

- 1.1 The District recognizes the Association (Scappoose Education Association - SEA) as the sole and exclusive representative for all licensed employees of Scappoose School District #1J who are performing teaching and related duties of licensed employees, and temporary teachers who are employed in the same position for a period of 60 calendar days or more. Teaching employees regularly scheduled to work less than halftime on a weekly basis, substitute teachers, supervisory employees, and confidential employees are excluded.
- 1.2 There shall be two signed copies of the final Agreement for the purpose of records. One shall be retained by the District and one by the Association. Within one month following final ratification of this Agreement by both parties, the District agrees to provide each member with a copy of the Agreement. The District will also provide new members with a copy of the Agreement on commencement of active employment.
- 1.3 All bargaining unit members, whether or not they are dues paying members of the Association, shall be equitably covered by the collective bargaining agreement that is bargained by the Association.

ARTICLE 2

STRIKES AND LOCKOUTS

Inasmuch as there are other means, both by law and through this Agreement, for the resolution of disagreements that may from time to time arise during the term of this Agreement, the parties agree as follows:

- 2.1 During the term of this Agreement, the District shall not, as a result of a labor dispute with the Association, lock out any employee covered by the terms of the Agreement.

- 2.2 During the term of this Agreement, the Association or its bargaining unit members will not participate in a strike or the withholding of services against the District. In the event of a violation of the above by the Association or its members, the District may discipline, including discharge, any individual involved in the above defined prohibited activities. This provision shall not apply to disputes arising out of bargaining obligations under ORS 243.698 (Expedited Bargaining Process) or ORS 243.702 (Renegotiation of Invalid Provisions).

ARTICLE 3

ASSOCIATION RIGHTS AND PRIVILEGES

- 3.1 The Association or its representatives shall have the right to transact official Association business on school district property at all reasonable times, provided that it does not interfere with or interrupt class or other normal school operations. Meeting rooms shall be made available for Association use as reasonably requested, without charge to the Association, except that the Board may make a reasonable charge when special service is required beyond normal operation. Prior arrangements are to be made with the building principal for use of meeting rooms other than classrooms in the building.
- 3.2 The Association shall have the right to use school facilities and equipment, including word processing and duplicating equipment, calculating machines, audiovisual equipment, and computers, subject to District policies, at reasonable times, when the same are not otherwise in use. The Association shall pay for the cost of all materials and supplies incidental to such use and for the repair of any damage to the equipment directly resulting from Association use.
- 3.3 The Association shall have the right to post notices of activities and matters of Association concern on member bulletin boards. Member mailboxes may be used for distribution of Association communications so long as such communications are labeled as Association materials and contain the name of the authorizing Association member.
- 3.4 In order to carry out its duties as exclusive representative, the Association shall be entitled to all public, non-confidential information related to its role as the representative of the bargaining unit. The Association agrees to pay the District's reasonable costs of production of such information.
- 3.5 Upon request, an Association representative shall be allowed to speak for approximately five minutes at the conclusion of any faculty meeting.
- 3.6 Whenever a representative of the Association or other member is required by the District to participate during working hours in negotiations or grievance processing, the member shall suffer no loss in pay.
- 3.7 Upon request, the Board, or its representative, shall grant up to ten days' leave without pay to the President of the Association or their representative each school year to conduct Association business. The District will bear the cost of the substitute teacher. With SEA approval, the District will pay the representative and invoice the Association for the salary and payroll costs of the Association representative on leave.

- 3.8 The Board may place on the agenda, which is to be mailed prior to each regular Board meeting, any matters brought to its consideration by the Association as long as those matters are made known to the Superintendent's office not later than ten days prior to said meeting.
- 3.9 Any member may elect deductions of membership dues in the Scappoose Education Association (SEA), Oregon Education Association (OEA), and National Education Association (NEA). Such authorizations shall continue in effect from year to year, unless revoked in writing to the Association as set forth in the Association's membership agreement. Membership revocations will be effective on October 1 following receipt of written notice to the Association. Pursuant to such authorizations, the District shall deduct and remit monthly dues from the regular salary check of the employee each month. All such deductions shall be uniform throughout the school year.
- 3.10 Prior to the first Friday in October, the Association shall furnish the Payroll Clerk a list of Association members authorizing the District to withhold NEA, OEA, and SEA dues and identify the dues to be deducted from each. The Association shall also notify the District when a bargaining unit member should no longer have dues deducted. The District shall enact dues deduction changes on the pay period following a notification. Dues deducted shall be transmitted to the Association and OEA within five (5) working days of deduction. Along with the dues transmissions, the District will provide a list of bargaining unit employees indicating whether dues were deducted, and if so, in what amounts.
- 3.11 Within ten (10) days of the hire of a bargaining unit member, and then every one hundred twenty (120) days for the entire bargaining unit, The District shall provide to the SEA President, SEA Secretary, and to the OEA Membership Specialist an electronic database of each bargaining unit member that includes the employee ID, date of birth, first date of service, FTE, classification or title, PERS classification, worksite, position on the salary schedule, residential address, and personal phone number. If the member requests that the phone number be kept confidential, the District may withhold this information from the database provided to the OEA Membership Specialist.
- 3.12 The Superintendent and the Association President or designee shall meet once each month during the school year as a means of establishing ongoing communication and sharing of mutual concerns and interests.
- 3.13 The Association shall be granted not less than thirty (30) minutes during the New Employee In-Service day to discuss union business with new eligible employees and complete union-related paperwork.
- 3.14 The Association will be granted not less than thirty (30) minutes during the work day during In-Service week at the beginning of the school year to hold a membership meeting.

- 3.15 With mutual agreement between the District and the Association, the Association will be granted the opportunity to provide professional development opportunities for bargaining unit members starting thirty (30) minutes prior to the end of the contract day after the conclusion of student contact.
- 3.16 The Association agrees to indemnify, defend, and hold the District harmless from employee or former-employee claims, orders, or judgments against the district concerning the dues deductions procedures outlined in this agreement. The Association's obligations are contingent upon the district 1) giving the association notice, in writing of any claim; 2) and providing requested information to the Association and its designated counsel in defense of the claim. The Association's obligation does not extend to criminal allegations or Unfair Labor Practice Claims brought against the District by the Association. In the event the District properly invokes this paragraph, the Association will provide the attorney to defend against the claim. In the event the District wishes to use its own attorney, the District will pay the fees and costs of said attorney.

ARTICLE 4

CALENDAR

- 4.1 It is recognized that the Board has the responsibility to set the annual school calendar. SEA shall designate a representative to serve on the Calendar Committee. Prior to the adoption of the calendar, a proposed calendar will be referred to the Association for review and recommendation.
- 4.2 **Contracted Days**
- A. The basic salary schedule for licensed personnel shall be based upon the Board adopted annual school calendar which will designate the number of classroom days taught plus other days of duty not to exceed 190 days of service to the District for licensed personnel other than those on extended contracts.
 - B. In the event that the 190 days of contracted services are not completed within the inclusive dates of the adopted calendar, due to emergency closure or other unforeseen circumstances, the Board may, at its option, adjust the dates to complete the 190 day contract period.
- 4.3 The following holidays will be counted as part of the licensed employees' contracted days of service: Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day, and Memorial Day.
- 4.4 The Superintendent or their authorized representative may close school when they deem it necessary due to inclement weather, bomb threats, or other unforeseen circumstances of an emergency nature. Members are not to report for work on days when school is closed due to said emergencies. Members' salaries will not be docked for time lost due to emergency closure; provided, however, that said lost time may be made up at the option of the Board.
- 4.5 Vacation days will normally be scheduled on the day following Thanksgiving, a period from approximately Christmas Day through New Year's Day, and for approximately one week in the spring. Statewide professional inservice day shall be included in the school calendar as an unpaid day. Licensed personnel will not be required to be on duty during vacation periods nor will vacation periods be counted in the number of days of contracted service or for payment of salary or other benefits.

4.6 **Grading Days**

- A. The calendar will include one grading day per reporting period, directly following the last student day for the reporting period. Grades will be due at 8:00 AM on the contract day following the grading day, or upon checkout on the last work day. On a grading day, members will not have any assigned duties or meetings. The last student contact day of the school year, after students' early release, shall be reserved for member work time with no more than one hour of meetings.
 - B. Bargaining unit members may choose to work from home on teacher grading days provided that they “sign out” prior to working remotely and provides a telephone number for immediate contact during the contracted work hours. Bargaining unit members working remotely must comply with the deadlines established by the building principal for grade entry. Failure to turn in grades in a timely fashion or respond to telephone calls from the school during working hours may result in a loss of the work remotely privilege for the bargaining unit member for the rest of the academic year.
- 4.7 The week prior to the start of school will include sixteen (16 hours) of classroom preparation time, during which members will have no assigned meetings or duties. Efforts will be made to allocate this time in increments of four (4) hours. Members working part time will be provided classroom preparation time pro-rated based on their FTE, or be compensated at the member’s per diem rate of pay for additional working hours, at the member’s option.
- 4.8 Late start and/or early release times shall be planned by administration in consultation with teacher leaders. Efforts should be made to have agendas communicated to staff in a timely fashion so that all parties will have ample time to come prepared. The Labor Management Committee shall review guidance around the use of these times annually.

ARTICLE 5

COMPENSATION

- 5.1 Salaries and increments shall be paid in accordance with Appendix A. The schedule for extra pay for extra duties shall be in accordance with the schedules set out in Appendix B.
- 5.2 Licensed personnel employed on an extension of the regular contract shall be paid at the rate of 1/190th of the basic contract amount for each additional day beyond the 190 days of the basic contract. Extended contract work shall be defined as work directly associated with and contiguous to the individual's regular contract or extra duty assignment (e.g., librarian ordering or inventorying books, or a counselor doing counseling before school opens.)
- A. Subject to the availability of funds, extensions of the regular contract shall be offered to licensed personnel as follows:

Elementary Counselors	up to 5 days
Middle School Counselors	up to 10 days
Special Education Teachers	up to 5 days
High School Counselors	up to 10 days
Middle School Athletic Director	up to 10 days
Teacher-Librarians	up to 10 days
High School Athletic Director	up to 15 days

 - B. The District may offer additional contract days as deemed necessary to support operations of the District, subject to the written notification of the Association.

 - C. When a position is currently designated as "hard to fill" by the United States Department of Education, the Superintendent is authorized to offer additional contract days as an incentive to fill these positions.

 - D. Extended contract days may be eliminated prior to a reduction in staffing levels pursuant to Article 6.3 of this agreement.

- 5.3 All licensed personnel employed beyond the basic 190 day contract (for purposes other than as defined in 5.2) will be paid at the hourly base salary rate. Examples of such assignments may include summer curriculum work. Licensed personnel teaching summer school courses shall be compensated at their per diem hourly rate of pay.
- 5.4 Pay earned for duties covered by the provisions of this article shall be paid in accordance with the same payroll provisions, conditions, and procedures as during the regular school year.
- 5.5 **Member Qualification**
- A. Each member covered by this Agreement shall be paid the salary scale which is applicable to the member in view of their academic qualifications as provided for in Article 15 hereof, and their years of teaching experience.
 - B. Increments: A member who has taught more than half of any contract year shall be given credit for a full year's experience on the salary schedule.
 - C. The District shall provide an annual stipend equal to three percent (3%) of the employee's salary to employees who attain National Board Certification.
 - D. The District shall provide an annual stipend equal to three percent (3%) of the employee's salary to special education teachers. A member qualifies as a special education teacher if they hold special education licensure and meet one of the following qualifications.
 - (1) Have students assigned to their caseload and manage the IEPs
 - (2) Facilitate the special education eligibility process
- 5.6 Payday shall be the fifteenth day of each month. In the event the fifteenth falls on a Saturday, payday will be the fourteenth day of the month. If the fifteenth falls on a Sunday, payday will be the next business day.
- 5.7 Payroll claims must be submitted to the payroll clerk no later than 4:00 P.M., ten working days prior to payday. Any claims received after this deadline shall be carried over until the following payday.
- 5.8 Members on a regular contract shall elect, in writing, during the first week of the contracted duties annually, one of the following two options listed below. Should a member fail to make that election, payment of the contracted salary shall be made in accordance with option B.
- A. Payment of the contracted salary in ten (10) equal installments

- B. Payment of the contracted salary to be made in twelve (12) equal installments with checks covering the installments due after the terms of the teaching contract are fulfilled, to be issued in one lump sum upon completion of the contract obligations
- 5.9 The additional option of three advance draws per year will be allowed. Under no circumstances will the amount of the draws exceed the amount of accrued pay at the time of each draw. The amount of the draw shall be deducted from the paycheck for the month in which it occurred.
- 5.10 The following items will be approved by the District for payroll withholdings at the option of the employee:
- A. Jointly authorized tax sheltered annuities
 - B. Financial Institutions able to receive electronic deposit
 - C. Charitable Organizations able to receive electronic deposit
 - D. Deferred Compensation Plan
 - E. Health Savings Account (HSA)
- 5.11 The individual employee shall elect, by written statement, to participate in optional payroll deductions indicating the amount of withholding for each item. All such withholdings must be for a specific amount. Changes or additions to or reductions of these withholdings can be made during the school year upon 30 days' prior written notice to the District office.
- 5.12 **Cost of Living Adjustment**
- A. For the 2024-2025 school year, the salary amount in Appendix A reflects an increase of 3.5%.
 - B. For the 2025-2026 school year, the salary amount in Appendix A reflects an increase of 5%.

5.13 The salaries listed in Appendix B shall be computed by multiplying the percentage, as listed below, by the base salary for that year of the contract to arrive at a salary for each grouping in Appendix B.

Group	Rate	Group	Rate
Group AA	25%	Group E	8%
Group A	17%	Group FF	7.5%
Group B	15%	Group F	7%
Group C	12%	Group G	5%
Group D	10%	Group GG	3%

5.14 **Salary Schedule Placement for Non-Traditional Educators**

- A. Applicable employees: This section applies to members who hold a Career and Technical Educator License, but not those who hold a Preliminary Teaching, Professional Teaching, or similar license.
- B. New CTE-licensed employees: The District may grant experience credit on the salary schedule to bargaining unit members for verified full time work experience directly related to the licensed position for which they have been hired.
- C. Salary Schedule Advancement for CTE-licensed employees: Horizontal placement and/or movement on the salary schedule may be based on traditional coursework as set forth in Article 15 or as follows:
 - (1) Credit for advancement may be obtained from substantive classes/training sponsored by other accredited organizations and/or programs leading to an industry-recognized certification or special skill set provided the subject matter is related to the licensed educator’s current assignment or a future assignment within CTE and is pre-approved by the District, in order to substitute these trainings for college credit, ten (10) clock hours will equate to one (1) quarter credit hour of college credit.
 - (2) College credit for CTE educators may be either lower or upper division level courses provided the subject matter is related to the licensed educator’s current assignment or a future assignment within CTE.

ARTICLE 6

CONDITIONS OF EMPLOYMENT

6.1 Whenever it is at all possible, all members shall receive written notice of their teaching assignment for the following year emailed and either personally delivered or mailed to their last address of record at least two weeks prior to the beginning of the start of the school year.

6.2 **Vacancies and Transfers**

- A. **Vacancies:** A vacancy is defined as an open licensed position that was not filled through the transfer of a current, qualified staff member and which the district intends to fill. An open licensed position that can be filled through reassignment of staff within the same building is not considered a vacancy for the purposes of this article. When an opening occurs or a new position is created in the District, a notice of the vacancy listing the required and the desired qualifications shall be sent to each member's school email. In-District employees will have at least five calendar days to express interest in the vacancy before candidates are reviewed by the hiring administrator. Members who meet the required qualifications for a position shall be granted an interview.
- B. **Transfers:** A transfer is defined as a change from one building or work site to another. Any interested member may submit to the District a written request for transfer. Members whose requests are rejected will be given notice. The Association recognizes the right of the District to transfer members to meet the instructional needs of the District. However, if a member who is to be transferred objects to that transfer, the member will have the opportunity to discuss it with the immediate supervisor and/or the Superintendent. Upon request, the member shall be provided with written reasons for the transfer.
- C. In the case of an involuntary or District-initiated change in classroom, building assignment (secondary level only), or grade level (elementary level only), or any change to the above with less than two weeks' notice, the member shall be granted one additional paid day for preparation at the member's per diem rate. In the case of an involuntary or District-initiated change from one classroom to another classroom, the member shall be granted one additional paid day for preparation at the member's per diem rate.

- D. In the case of an involuntary or District-initiated change in an elementary member's grade level assignment that has not been taught within the last three (3) years, or a change in a secondary member's content area assignment (e.g. English to Math) that has not been taught within the last three (3) years, the member shall be granted one additional paid day for the preparation at the member's per diem rate.

6.3 **Layoff**

- A. Seniority shall be defined as the employee's total length of continuous service in the District as a licensed member. Seniority will begin to accrue from the member's first date of actual service in a bargaining unit position, and shall continue to accrue during leaves. Resignations and terminations shall break continuity of employment. In case two or more members have the same first date of actual service with the District, the tie will be resolved by lots drawn on the first day of employment.
- B. Whenever the Board determines that a layoff is necessary, it will notify the Association. As soon as practicable, notice will be given to the affected members of their layoff.
- C. In the event the Board, in its discretion, determines that a layoff is necessary, 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 proper licensure and endorsement to fill the remaining position(s) at the time layoff is declared.
 - 2. A determination of the seniority of the members to be retained.
 - 3. A determination of the competence of a member being retained if the Board desires to lay off another member with greater seniority.
 - a. If the District desires to retain a member with less seniority than a member being released under this section, the District will determine that the member being retained has more competence than the member with more seniority who is being released.
 - b. For the purposes of this Article, the term "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 eight (8) years, or educational attainment, or both, but not based solely on being licensed to teach. Grade levels shall be defined as K-6 and 6-12.

4. A determination of whether the District is required to utilize linguistic and/or cultural expertise in accordance with ORS 342.934.
- D. Nothing in this Article shall be construed so as to interfere with the Board's right to dismiss or to non-extend a contract member pursuant to the provisions of the Fair Dismissal Law, or to dismiss or non-renew a probationary member pursuant to ORS 342.834.
- E. 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 C above.
- F. Members covered by this Article will have the option to continue insurance programs at their own expense subject to the approval of the insurance carrier.
- G. Members covered by this Article will be given consideration for substitute teaching, such will not affect member recall rights.

6.4 **Recall**

- A. If within twenty-seven (27) months of a layoff, a vacancy occurs within the District for which a laid off member is licensed, the recall procedure outlined in this Article will be followed.
- B. At the time of the layoff, the District shall provide for laid off members to express in writing a desire to return to the District. The District shall also receive the member's address for recall notification.
1. In the event of a recall, the District shall notify the member who has expressed a desire to return to the District of the recall by certified mail, return receipt, sent to the last address given by the member to the District office.

2. The member will have 20 calendar days from the date of mailing to notify the District of intent to return. The member must thereafter report on the starting date specified by the District providing that this will not be less than 20 days from the date of the notice of recall was received, or the member will lose all recall rights.
 3. Notwithstanding the above paragraph, a recalled member will have up to 60 calendar days to return to District employment if that recalled member is, at the time of the recall, employed by another school district and is required to give 60 days' notice of intended resignation at that 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.
 4. Failure of the recalled teacher to respond within the time specified in this section will be deemed to have resigned from District employment.
- C. All benefits to which a member was entitled at the time of the layoff, including unused accumulated sick leave, will be restored to the member upon the member's return to active employment, and the member will be placed on the proper step of the salary schedule for the member's current position according to the member's experience and education. A member will not receive increment credit for the time spent on layoff, nor will such time count toward fulfillment of time requirements for acquiring contract status. Employee benefits do not accrue during the time of layoff.
- D. In determining which member(s) to recall, the Board will utilize the criteria set forth in Article 6.3 Section C. Any member who does not accept a recall will lose all further recall rights and will be deemed to have resigned from District employment. Any member not recalled pursuant to this Article within twenty-seven (27) months of layoff will be deemed to have resigned from District employment.
- E. Any probationary member who is non-renewed or dismissed for the same, and only the same, reason(s) which the board could have used to conduct a layoff under Article 6.3, will be afforded recall rights in accordance with Section D above.

6.5 **Nonrenewal Notification**

The District agrees to provide two weeks' advance notice to probationary teachers of the intent to recommend non-renewal to the School Board. All such notices will be copied to the Association President.

ARTICLE 7

FUNDING

- 7.1 The parties to this Agreement recognize that revenue to fund the compensation provided by this Agreement must be approved by established budget procedures and appropriated by the State Legislature and, in certain circumstances, by vote of the citizens. All such compensation is therefore contingent upon adequate sources of revenue. In the event that lack of revenue is to have a major adverse impact as determined by the Board and Budget Committee upon the programs offered and/or staffing levels, the District may reopen negotiations as to Wages (Appendix A), Insurance (Article 9) and Extra Duty (Appendix B). The District will consult with SEA leadership regarding the potential steps to be taken in response to critical funding issues. SEA will be given the opportunity and 30 days to propose recommendations to the School Board prior to the School Board taking action in response to critical funding issues.
- 7.2 In the event negotiations are reopened, the above provisions shall remain in force at the level in effect on June 29th of the calendar year in which the notice to re-negotiate is given. Such benefits shall continue until agreement is reached upon a successor to the wage and fringe benefit provisions contained herein.
- 7.3 After notice to reopen negotiations as specified above is given and until such time as a successor is ratified by the parties, the provisions of Article 2 (Strikes and Lockouts) hereof shall not apply.
- 7.4 In the event of a partial or complete school closure due to lack of funds or for other reasons not covered by the provisions of Article 4 hereof, there shall be no requirement to pay for time not worked or to make up the lost days.
- 7.5 During the period of any school closure due to budget shortfall, the District acknowledges that the bargaining unit members are laid off and shall be subject to the provisions of Article 6, Sections 3 and 4, hereof.

ARTICLE 8

GRIEVANCE PROCEDURE

8.1 **Section I:** The purpose of the grievance procedure is to resolve potential grievances at the lowest possible level in the chain of administrative responsibility.

- A. "Grievance" shall mean a complaint by a member or group of members, or the Association:
 - 1. That there has been to the member(s) a violation or inequitable application of any provisions of the negotiated agreement; or
 - 2. That the member(s) have been treated inequitably by reason of any act or condition which is contrary to adopted school board policy or practice governing or affecting members.
 - 3. The Board's decision on adopted District Policy or Practice grievances is final and binding upon the parties. Such grievances are not appealable to arbitration nor to the Employment Relations Board by way of an unfair labor practice complaint for breach of contract.
- B. "Grievant" is the person or persons or the Association who has the grievance and is presenting the complaint, also referred to as the complainant.
- C. The "Party in Interest" is the person(s) against whom the complaint is made.
- D. "Consultant" is the one who advises either party in interest.
- E. "Representative" is the one who may speak for and/or advise a party in interest.
- F. For the purpose of Article 8, "Immediate Supervisor" is the individual at the lowest level who would have the authority to resolve the issue, who has direct administrative or supervisory responsibilities over the grievant in the area of grievance as stated in school board policy.
- G. The term "days" when used in this article shall, except where otherwise indicated, mean the grievant's working days.
- H. "Persons Officially Involved" means the Superintendent, their representative and/or consultant, the grievant, their representative and/or consultant, and witnesses.

- I. "Association". Any organization representing the licensed personnel which has been elected by a majority vote of the members.

8.2 Section II

- A. 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.
- B. All parties should attempt to complete the procedures by the end of the school year. The parties shall make a good faith effort to shorten the number of days provided 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.
- C. All parties in interest have a right to consultants or representatives of their own choosing at each level of these grievance procedures.
- D. There shall be no restraint, interference, discrimination, or reprisal exerted on any member choosing to use these procedures for resolution of grievances.
- E. Failure at any level of this procedure by the grievant 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 grievance to proceed to the next level.
- F. All documents, communications and records of a grievance will be filed in the School District Office separately from the personnel files. References to the records, such as a summary, should be placed in the appropriate personnel file(s).
- G. Forms for processing grievances shall be mutually prepared by the Superintendent or their designated representative in cooperation with the Association and will be printed and given appropriate distribution by the parties as to facilitate operation of the grievance procedure. The grievance form shall be included as Appendix C.
- H. In the course of investigating any grievance, representatives of either party in interest who need to contact an employee or student in school will contact the building supervisor of the building being visited and will state the purpose of the visit immediately upon arrival.

- I. Every effort will be made by all parties to avoid interruption of classroom and/or any other school sponsored activities.
- J. Every effort will be made by all parties to avoid the unnecessary involvement of students in the grievance procedure.
- K. All parties in interest will process grievances after the regular workday or at other times which do not interfere with assigned duties.

8.3 Section III

A. **Level One**

1. Within 15 days of the occurrence of the act or condition which is the cause of the grievance or the member's knowledge of same, whichever shall occur later, the member shall request a meeting to discuss their grievance with their immediate supervisor. The immediate supervisor shall schedule this informal meeting within five days of a request from the grievant or grievant's representative. This discussion shall be held either individually or through the school grievance representative or accompanied by a representative, with the objective of resolving the matter informally. If the member fails to initiate action on the grievance within 15 days, they shall be considered to have no grievance.
2. If the grievant is not satisfied with the results of the informal meeting, or no resolution has been offered, they may file a written grievance on the mutually agreed upon grievance form with their immediate supervisor within ten days. This form shall set forth the grounds upon which the grievance is based including the specific article or articles and sections thereof alleged to have been violated and the specific remedy sought as. The immediate supervisor shall communicate their decision in writing within five days of receipt of the grievance form to the grievant and the representative.
3. Within five days of receipt of the decision rendered by the immediate supervisor, the grievant, if they are not satisfied with the decision of the immediate supervisor, may appeal in writing to the Superintendent or the Superintendent's representative unless the Superintendent was the individual at the lowest level who would have the authority to resolve the issue. In this event, the grievant may go to level three.

B. Level Two

1. Appeals to the Superintendent, or their representative shall be heard by the Superintendent or their representative within fifteen days of their receipt of the appeal. Written notice of the time and place of the hearing shall be given five days prior to the meeting to the grievant, their representative, or any other person officially involved in the grievance.
2. 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.
3. Within five days of hearing the appeal, the Superintendent or their representative shall communicate to the grievant and all other parties officially present at the hearing their written decision, which shall include supporting reasons.
 - a. If the grievant is not satisfied with the decision of the Superintendent, they may file a written appeal with the School Board President and the Superintendent within five days from receipt of the Superintendent's decision. The appeal shall state the grievant's reasons for appealing the decision of the Superintendent and request appeal to Level Three.

C. Level Three

1. Within five days of the receipt of the appeal, the School District Board of Directors will notify all official parties of a hearing to be held within 20 days of receipt of the appeal. The Board of Directors shall hear arguments of the Superintendent and the grievant or the grievant's representative. The hearing shall be subject to the State Public Meeting Laws.
2. Within five days following the hearing, the School Board of Directors shall render a decision in writing to all official parties.

D. Level Four

1. The Association may continue to submit to final binding arbitration, Level Four, any grievance filed, provided that grievance involves the application or interpretation of any of the provisions of this Agreement but not the application or interpretation of Board approved District Policy or Practice.

2. If the grievant is not satisfied with the disposition of their grievance at Level Three, the association may submit the grievance to arbitration. If the Association determines to submit the grievance to arbitration the Association shall so notify the Board within 20 days after School Board Decision.
3. The Association and the District shall attempt to agree upon a mutually acceptable arbitrator within twenty days after notice of submission to arbitration. If the District and the Association are unable to agree upon an arbitrator within this period, either party shall, within an additional five days, in writing, request a list of arbitrators from the State Employment Relations Board (ERB) or the American Arbitration Association (AAA). Selection of the arbitrator and conduct of the hearing shall then be in accordance with the ERB or AAA rules for voluntary labor arbitration.
4. The arbitrator shall establish dates and places of hearings. Upon the request of either party, the arbitrator shall issue subpoenas. The arbitrator may administer oaths and shall afford all parties full opportunity to examine and cross examine all witnesses and to present any evidence pertinent to the dispute.
5. The arbitrator shall have the authority to determine any question of arbitrability raised by either the Association or the District.
6. The arbitrator shall be limited in their authority to interpreting and applying the provisions of this Agreement and they shall have no authority to add to, subtract from, amend, or change this Agreement in any way.
7. The costs for the services of the arbitrator, including per diem expenses, their travel and subsistence expenses, the cost of the hearing room, shall be borne equally by the District and the Association. All other expenses shall be borne by the party incurring them.

ARTICLE 9

FRINGE BENEFITS (INSURANCE)

9.1. The Oregon Educators Benefits Board (OEBB) will be the exclusive provider of Medical insurance benefits, effective October 1, 2008.

9.2. **Health Benefits**

Effective October 1, 2016, eligible members will receive medical insurance coverage for themselves and any eligible family members. The District will purchase and members will have the choice of carriers available through OEBB and selected by the Insurance Review Committee.

- A. The District will create and maintain a pooled, Group HRA to reduce the reimbursed deductible as set by the insurance committee described in 9.10.
- B. If a member chooses Kaiser, the District will contribute \$100 into an HRA VEBA on the member's behalf.
- C. Group HRA reimbursements will comply with state and federal law.

9.3 **Dental Benefits**

Members who are provided health benefits will also receive the base dental plan (currently, Delta Premier Plan 6, Kaiser Dental, or Willamette Dental). Members may upgrade to a higher level of coverage by paying the difference in premium.

9.4 **Vision Benefits**

Members who are provided health benefits will receive the base vision plan (currently, Moda Quartz or Kaiser Vision). Members may upgrade to a higher level of coverage by paying the difference in premium.

9.5 **Terms of Agreement by Year**

- A. The District will pay the previous year's district commitment plus 50% of the premium increase for plans selected as set forth in 9.10. The District will reimburse as explained in Section 9.2 above.

- B. The bargaining unit member will be responsible for 50% of the annual premium increase unless the Group HRA fund balance at the end of June 30 of each year is greater than an amount equal to a 25% break even utilization rate, at which time, any money more than this amount can be used to offset premium increases, reduce deductibles, stay in the pool, or other health benefits. This will be decided by the Insurance Plan Committee (as described in Section 9.10).

9.6 Any supplementary or "add-on" insurance coverage will be at the expense of the member and shall be paid via payroll deduction.

9.7 **Opt Out Benefit**

Members eligible for a District insurance contribution, but who choose not to obtain insurance coverage may "opt out" from the insurance year, in accordance with the underwriting rules and regulations as set forth by OEGB.

- A. Members who opt out of insurance coverage will be eligible to receive a \$550 per month contribution into a Standard Health Reimbursement Arrangement Voluntary Employee's Benefit Association (HRA VEBA) Trust.
- B. Any OEGB or IRS fees/penalties associated with a member opt out are the responsibility of the member and will reduce the contribution amount.

9.8 Members will have the balance of premiums deducted from their monthly paychecks.

9.9 Part time members shall be eligible for District pro-rata payment of medical, dental, and vision coverage costs. Such pro-rata payment shall be based upon the relationship the member's work week bears to that of a full-time member. Members who work less than a full school year shall receive benefits from the first of the month following the date of employment and through the last month.

9.10 **Insurance Plan Committee**

An Insurance Plan Committee will be formed for the purpose of recommending potential changes to the District's insurance plans. The Committee will be made up of two representatives from the Association and one representative designated by the Superintendent. The Committee will notify bargaining unit members of deductible and maximum out of pocket amounts prior to the start of open enrollment each year.

- A. The Committee will meet to select which health plans (medical, dental, and vision) that OEGB offers will be made available to members for each ensuing plan year beginning October 1. The Committee selections will be compliant with relevant OEGB rules and/or regulations governing health plan selections. The Committee will notify the District of their plan selections each year on or before June 15.

- B. The Committee will also meet to review the outcomes and operations of the Group HRA Program. Any Committee recommendations must be mutually agreed upon by all parties.
 - 1. The Committee will review contributions to and disbursements from the Group HRA accounts. All management fees paid by the District to administer the accounts shall be considered a legitimate disbursement from the accounts.

 - 2. Decisions must be compliant with IRS and OEGB rules and regulations.

ARTICLE 10

SPECIAL EDUCATION

- 10.1 The District will establish protocols to ensure buildings have coverage of staff trained in the protective physical intervention program in cases where several staff absences occur.

- 10.2 A District committee shall be formed to review caseloads, work schedules, and program delivery models for special education. The committee shall include representatives designated by SEA, including a K-6 special education teacher, a 7-12 special education teacher, and a special education teacher from specialized programs. The committee will meet at least once per semester. The Committee shall form recommendations on training needs at least annually.

- 10.3 The District may provide coverage for special education teachers, Title I reading specialists, and teachers of English language learners to train new Educational Assistants upon hire.

ARTICLE 11

MANAGEMENT RIGHTS AND RESPONSIBILITIES

11.1 The District, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights and authority, duties and responsibilities conferred upon and invested in it by the laws and the Constitution of the State of Oregon. Such powers, rights, authority, duties, and responsibilities shall include but are not limited to:

- A. The executive management and administrative control of the school system and its properties and facilities;
- B. The hiring of all employees and, subject to the provision of law and this Agreement, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion and transferring all such employees;
- C. The right to contract or subcontract work, provided that the decision to subcontract is not based on salary and/or benefits. Positions that are subcontracted must be re-posted if a vacancy occurs. This provision shall not apply to positions filled through service credits with Education Service Districts (ESDs) or through a consortium of Oregon Public School Districts.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations, and practices shall be limited only by the specific terms of this Agreement and then only to the extent that such specific terms are in conformance with the Constitution and the laws of the state of Oregon.

ARTICLE 12

NON-TEACHING DUTIES

12.1 Before assigning members to events or committees not associated with normal teaching or extra duty assignments, the administration, with the cooperation of the teaching staff, will first make every effort to find volunteers.

12.2 **Events**

- A. In the event that volunteers have not been secured 72 hours prior to the event, they shall be assigned by the principal from the alphabetized building staff list submitted to the principal by the Association. (This list shall be continued from year to year, rather than starting over at the beginning of the alphabet each year.)
- B. In the event that it is necessary to assign members, the specific assignment shall be made by the principal 48 hours prior to the event, except in emergency.
- C. If the member is assigned, the member shall have the option to find a replacement.
- D. Opportunities to volunteer for non-teaching duties in other buildings will be open to all licensed members.
- E. Job Description: Members on duty will be expected to supervise the students in Scappoose schools. The District will provide other personnel for crowd control.
- F. Pay will be as follows: \$25.00 per hour. Events will be compensated by the hourly table for events in Appendix D.
- G. For each home event, one person on duty will be chairperson and will be paid an additional \$35.00, provided that such person is assigned to oversee or be in charge of the specific activity or event; or no administrative personnel is available to be responsible for money, keys, and the like.
- H. Members or their substitutes, who are required to supervise their students at evening events, upon request, will be compensated per Appendix D.

12.3 **Committees**

A reasonable effort will be made by administration to equitably distribute committee work. If there is a committee that is not fully staffed, or a specific member is deemed necessary to the committee, the building principal retains the right to assign a member. Committee assignments and related work will be reevaluated on an annual basis.

ARTICLE 13

PAID LEAVES

13.1 Discretionary Leave

- A. Each member will be allowed three days of discretionary leave per year. Two discretionary leave days may be carried over each year for a maximum of five discretionary days to be used in any one year. Members electing this option shall notify the District business office by May 15.
- B. Discretionary leave shall not be used as a means of, or during, a work stoppage. Parent teacher conference days, and inservice days are excluded from use, except for emergencies. "Emergency" means any condition or set of circumstances of an unanticipated and pressing nature which requires the presence of the member and calls for immediate action.
- C. No more than ten percent of the unit members may use discretionary leave on the same contract day, except in cases of emergency, as defined in Section 13.1(B), above. Requests will be granted on a first come basis.
- D. Members will enter discretionary leave into the substitute finder system a minimum of seven (7) calendar days in advance of the start of the leave, except in cases of emergency, as defined in Section 13.1(B) above. If a substitute is not available to staff the position, the member will be notified not less than 24 hours prior to the scheduled leave, whereupon the leave may be canceled by the District, except in cases of emergency, as defined in Section 13.1(B), above.
- E. Discretionary leave shall be taken in minimum increments of one half day. At the end of each contract year, unused leave shall be compensated at the daily statewide substitute rate for teachers or carried over according to Section 13.1(A).

13.2 **Jury Duty:** A member shall be granted leave with pay for service upon a jury; provided, however, that the per diem compensation paid to such a member for the period of leave shall be paid to the District. The member is to notify their building principal at least 24 hours prior to their absence for jury duty or immediately upon receipt of notice to appear if less than 24 hours prior to absence.

13.3 **Bereavement Leave:** Five days' leave with pay shall be authorized by the District in the event of death of any member of the immediate family. Two additional paid days shall be available

when out of state travel is required. For the purposes of this section, immediate family is defined as follows:

- A. Spouse, domestic partner (opposite sex or same sex domestic partner)
- B. Mother or father of the member or spouse/domestic partner
- C. Children, grandchildren or grandparents of member or spouse/domestic partner
- D. Brother or sister of the member or spouse/domestic partner
- E. Step relatives or in-laws for any listed above of the member or spouse/partner
- F. Aunt or uncle of the member or spouse/domestic/partner
- G. Any other individual member of the same household

The superintendent may allow additional days without pay.

- 13.4 **Court Appearance:** If a member is subpoenaed to appear as a witness for a case in court, the Superintendent shall authorize such absence without loss of pay, provided that if the member received a fee for these services, the fee shall be returned to the District business office, but the member may retain all monies collected for mileage and lodging while at court. This section shall not apply when the member is appearing voluntarily as a party of interest or as a witness against the District in any matter wherein the District, its board members or agents are named as defendants. As a condition of receipt of pay for Court Appearance leave, the member shall notify his or her building principal at least 24 hours prior to their absence for appearance as a witness or immediately upon receipt of notice to appear if less than 24 hours prior to absence.
- 13.5 **Military Leave:** Members shall be entitled to military leave in accordance with federal and state statutes. However, they shall be entitled to fifteen (15) contract days of paid leave instead of those contract days occurring within a fifteen (15) calendar day time period.
- 13.6 **Professional Leave:** The administration may authorize an absence for professional purposes with full pay in the following instances:
- A. Occasional visiting of other school systems;
 - B. Participation in local professional activity;
 - C. Other professional opportunities, such as attendance at conventions, conferences, and workshops which will be likely to extend the outlook and improve the services for the member.

ARTICLE 14

COMMITTEES

14.1 When advisory committees are formed by the Board, the Association may request to have a representative on the committee and/or to make a presentation to the committee.

14.2 **Labor Management Committee**

Representatives of the Association and the District shall form a joint Labor Management Committee to encourage labor-management cooperation. The Committee will meet regularly to create opportunities for resolving problems identified by either side, and to provide a forum for communication, to track issues, gather and exchange relevant information, research concerns, engage in joint problem solving, and to accept responsibility for follow through. The Committee shall be formed no later than September 30 annually, with each party appointing an equal number of members.

The Committee shall meet monthly at a mutually agreed upon time. Agenda items shall be identified in advance of the meeting for the purpose of planning and to aid in early response to concerns. The Committee may invite representatives from either side to attend the regularly scheduled meeting when they have relevant information related to an item on the agenda for the purpose of furthering understanding and problem solving.

The Labor Management Committee may elect to form an Ad Hoc Committee, limited to a specific topic, for further research, discovery, and problem solving related to a concern. The Ad Hoc Committee shall bring their findings and suggestions back to the Labor Management Committee.

ARTICLE 15

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- 15.1 All licensed members are encouraged to maintain a program of professional training and advancement. The adopted salary schedule provides inducement and reward for such a program.
- 15.2 The horizontal movement on the salary schedule for additional training shall be available to those licensed staff members who have completed sufficient quarter hours of training subsequent to receipt of the degree and licensure as indicated on the adopted salary schedule and are in accordance with the following provisions:
- A. The training is taken through an accredited college or university.
 - B. College credits earned for salary advancement should, but need not be, a part of a college planned advanced degree program. At least two thirds of these credits shall be at the graduate level. Such credits must be earned subsequent to the receipt of the degree and credits in the column headings of Appendix A.
 - C. All credit so accrued toward the next horizontal column is within a period of ten years.
 - D. Official notification of credits earned must be from the college or university in the form of an official transcript and must be on file in the Superintendent's office prior to October 31 of the school year in which it is to apply toward a salary change.
- 15.3 Certified staff members may also advance on the salary schedule with "In District" credits as follows:
- A. One "In District" credit is defined as ten seat hours of professional development training.
 - B. No more than 2/3 "In District" credits may be used toward salary advancement in each column.
 - C. Members may obtain up to six "In District" credits per year toward salary advancement.

D. Staff may not obtain "In District" and college credit for the same class.

15.4 In the event that specific courses are required by the District of any individual member, the District will pay for 100% of tuition cost.

15.5 The District will reimburse pre-approved tuition costs and/or workshop fees as follows:

- A. The dollar amount available to individual members will be the equivalent of four (4) accredited credit hours per year at the currently published Portland State University rate;
- B. Workshop fees shall not be reimbursed for more than 40 seat hours per year (10 hours = 1 credit);
- C. Funds not used shall accumulate to a maximum rate equivalent to 12 credits at the currently published Portland State University rate for each four (4) credits;
- D. Reimbursement shall be made upon presentation of a receipt of payment. In the event a member does not satisfactorily complete the course, the amount of the reimbursement shall be paid back to the District through payroll deduction. Proof of successful course completion/conference attendance is due to the District office within 90 days after the course end date or conference conclusion. If a member fails to submit proof within this deadline, the district is authorized to recover the reimbursement amount as set forth in 15.5.F.
- E. A member who receives payment for a course, but voluntarily resigns from employment with the District, prior to successful completion of the course, shall also pay back the District for the reimbursement amount as set forth in 15.5.F.
- F. Members who do not complete a course successfully and submit proof of completion as specified in 15.5.D, as well as members who resign as specified in 15.5.E, shall reimburse the District through a payroll deduction. In the event a payroll deduction is not possible as a result of the member not having earned an amount greater than or equal to the obligation, the member shall immediately submit payment to the District in the full amount.
- G. Subject to prior approval, if not otherwise covered by District professional development funds, members may access the individual funds set forth in 15.5.A-D for travel, lodging expenses, and substitute costs associated with attending approved courses and workshops. "Travel" shall be defined as airfare, mileage, other ground transportation, and per diem expenses. Payment for such travel expenses is subject to the provisions of Article 16.

H. **Tuition Reimbursement**

1. Tuition and workshop fees will be at not less than \$60,000 of the general fund in the 2024-2025 and 2025-2026 school years.
2. Any unused amount will carry over to the following year. Any requests above the general fund amount will be placed on a waiting list for reimbursement if funds become available. Funds will be encumbered based on good faith estimates of travel and course costs. Funds will be encumbered on a first come basis with Superintendent approval.

15.6 **Credit Allowance for Approved Travel:** Credit shall not be awarded when the sole purpose of the trip is the chaperoning of students.

- A. Members must be fully certified before any travel credit is allowable.
- B. Travel credits may be substituted only once for academic credits during any contract period unless the travel is shown to be part of a planned consecutive program as set forth in the outline for the approved travel.
- C. To receive credit, the member must present an outline of the travel to the Board and to the administrators at least two months before departure, and they must present a written summary of the travel to the Board and to the administrators within two months after its completion.
- D. Approved travel must be at least seven days in duration per unit of credit allowed.
- E. Credit can only be allowed for approved travel to an area not previously visited for credit by the member.
- F. Up to six hours of credit may be granted for approved travel to any foreign country. Up to three hours of credit may be granted for approved travel within the United States.
- G. Approved travel will be accepted in lieu of the college credit requirement for advancement on the salary schedule.
- H. No more than six hours of credit via travel may be allowed in any six year period.

15.7 **Mentor Teacher Program**

- A. In order to provide the best possible support to new members, a District assigned Mentor may be made available upon District request, by request of the new member, or by recommendation of the Association in accordance with Board policy. A member selected and approved to provide mentorship shall be compensated as listed in Appendix B.
- B. A committee consisting of teachers and administrators shall meet annually to review the SSD and other current mentor programs utilizing feedback from current programs.

ARTICLE 16

TRAVEL EXPENSE REIMBURSEMENT

- 16.1 Members required in the course of their work to drive personal automobiles from one school building to another shall receive reimbursement for such travel in an amount equivalent to that allowed by the Internal Revenue Service for business mileage. Any change in the amount allowed for mileage shall become effective upon the first of the month following the month in which the change is announced by the IRS. The same allowance shall be given for use of personal cars for authorized field trips or other authorized business of the District. Members shall not be required to drive students to activities which take place away from the school building. Members may do so voluntarily, with the advance approval of their principal or immediate supervisor. Such travel shall be considered authorized business for purposes of mileage reimbursement.
- 16.2 Additional reimbursement for travel expenses may be authorized by the Superintendent when prior approval has been obtained and where the member is participating in activities whereby benefits to the District may accrue. Reimbursement for such authorized expenses will be based on the General Services Administration (GSA) rates for the location of travel.

Overnight accommodation should be consistent with the GSA rate; however, this maximum for lodging shall not apply when the member is required to stay at a specific motel or hotel in conjunction with the activity being attended. In such instances, the District shall reimburse the full actual cost for lodging.

ARTICLE 17

RIGHTS AND RESPONSIBILITIES OF PROFESSIONAL EMPLOYEES

17.1 **Just Cause:** No member shall be disciplined or dismissed without just cause. Discipline shall be defined as written reprimands, suspensions without pay, or demotions. Administrative actions intended as disciplinary shall be clearly identified as such. All information forming the basis for any such action will be made available to the member and the Association. Any violation of this provision asserted by a member may be used as a basis for grievance. Notwithstanding the foregoing, this article shall not apply to the dismissal of or the non-extension of contract to contracted teachers, the dismissal or the non-renewal of probationary members, extended contracts, or extra duty contracts. Notwithstanding the foregoing, this article shall not apply to the dismissal of or the non-extension of contract to members covered by the Fair Dismissal Act, the dismissal or the non-renewal of probationary members, extended contracts, or extra duty contracts.

The parties agree that letters of direction shall not serve as part of progressive discipline, and shall be used in subsequent situations solely to demonstrate that the member had notice of the District's expectations.

17.2 **Evaluation of Students:** It is agreed that the member has the responsibility to determine grades and other evaluations of students. No grade or evaluation of a student shall be changed without approval of the member whose duty it is to grade or evaluate that particular student so long as the grade or evaluation assigned is shown to be supported by adequate evaluation of the student and is consistent with current District grading practice.

17.3 **Entry into School Property:** Representatives of the Association and its affiliates who are not members of the District may enter District facilities after first stating the general nature of their business to the principal or, in their absence, the person in charge of the building, provided such a visit will not interrupt the educational process.

17.4 **Disciplinary Representation:** When a member is to be disciplined, given a reprimand, or required to attend a meeting that might reasonably be expected by the member to lead to disciplinary action, the member will be given prior written notice, specifying the reason for the meeting, and must be afforded the opportunity to have a representative of the Association or Association-appointed legal counsel present.

17.5

- A. **Personnel Files:** Members will have the right, upon request, to review the contents of their personnel files. A member will be entitled to have a representative of the Association accompany them during such review. The member will have the right to insert a written response to any material in the file. The member shall receive a copy of the evaluation report.
- B. **Removal of Irrelevant Materials:** At any time, a member may request that certain materials be removed from their personnel file. If both the member and the administrator agree that the item(s) are no longer of importance, they may be removed and destroyed without further procedure, providing that such removal does not violate existing statutes or laws governing personnel records.
- C. **Administrator Working Files:** Working files maintained by an administrator shall be purged and destroyed at the end of that administrator's tenure with the exception of items dated within the last ninety (90) school days.

17.6 **Video and Audio Recording:** If a video or audio recording is to be made of a member's performance or classroom setting, the member will be notified in writing and, if requested by the member, a copy of that recording will be made available to that member in a timely manner. A video or audio recording will be treated no differently than any written observation.

17.7 **State Assessment Tests:** Student results on state assessment tests shall be utilized in members' evaluation in a manner consistent with state law and as provided according to the District Professional Growth and Evaluation Program.

17.8 **Plan of Assistance for Improvement**

The results of any performance observation and/or evaluation shall be in writing with a copy to the member. Where significant deficiencies are identified by administration based upon The Professional Growth & Evaluation Handbook, noted in writing, and shared with the member, a member may be placed on a Plan of Assistance for Improvement as defined in ORS 342.815(7). It is understood that a Plan of Assistance for Improvement may be commenced at any time. There is no requirement that a Plan of Assistance for Improvement can only be initiated at the conclusion of an evaluation cycle.

- A. If placed on a Plan of Assistance for Improvement, the member has the right to representation by the Association at every step in the process.
- B. The Plan of Assistance for Improvement will be developed by the administrator in cooperation with the member, shall be in writing, and shall include the following:

1. The specific deficiencies identified in observations and/or evaluations.
2. The specific correction(s) and/or change(s) expected.
3. The specific assistance to be provided by the District.
4. The timeline for improvement, which shall be reasonable.
5. Schedule of frequency of conferences with written progress reports.
6. Identification of assessment techniques to measure performance.
7. The specific consequences if the plan is or is not met.

- C. A Plan of Assistance for Improvement will not be used to address deficiencies identified in the teaching of a subject for which the member is not licensed.
- D. A successfully completed Plan of Assistance for Improvement will not be used in future evaluations.
- E. A member will not be placed on a Plan of Assistance for Improvement for disciplinary reasons.

17.9 The parties agree that members must be prepared for their classroom duties.

17.10 Student Discipline

When a student's behavior interferes with the classroom instruction or threatens the health, safety, or welfare of the employee, other employees, or other students, the employee shall be authorized to send the student or students to the school's designated locations. Upon request, a meeting with the administrator will be held when a student is removed from class, but not necessarily before returning to class. An action plan may be developed by the teacher and administrator in cases of chronic behavior.

The District will ensure that all buildings have a student handbook and a written discipline plan in place by September 15. The site-based plan will include the designation of a location for students to be sent who are compromising the safety of staff or other students, and possible responses to student behaviors.

17.11 Administrative Support

If the teacher completes a written behavioral referral to the Principal, the teacher will receive written feedback about the action taken within a reasonable time frame, generally expected to be within forty-eight (48) hours of receipt by the administrator.

The District will establish procedures for alerting teacher(s) whose name(s) appears on a targeted list threatening violence or harm to the district employee.

17.12 Information Sharing

Available information concerning students enrolled in District schools who have been adjudicated by the criminal law system, and information about the nature of their offense will be available, in accordance with the law, to members who have a "need to know" as a result of an assignment to teach or supervise the student.

ARTICLE 18

SABBATICAL LEAVE

- 18.1 After five years of service with this District, a member shall be entitled to apply for a year's sabbatical leave for the purpose of approved study covering three quarters or two semesters at any accredited institution. Full time employment during the period of study is not permitted.
- 18.2 A member on sabbatical leave shall receive a salary equal to one half the annual base salary to which they would have been entitled had they remained in the school system that year. Payment shall be made on the regular school calendar basis and with the regular deductions required by law.
- 18.3 Requests for sabbatical leave of absence shall be made before April 1 of the school year previous to the school year for which leave of absence is requested. Application for sabbatical leave may be submitted one year in advance of the year that the staff member is to be absent if advance approval is mandatory to the planning of the applicant.
- 18.4 Before beginning the sabbatical leave, the member shall enter into contract to return to active service in the Scappoose Public Schools for a period of at least three consecutive years after the expiration of such leave unless released by mutual consent of both parties. A member who does not perform this agreement shall repay to Scappoose School District #1J the amount of salary paid to them during the leave period, plus five percent interest. If a member should leave the District prior to the end of the three year contract period, the amount that is to be repaid will be prorated. Repayment to the District shall not be required from the member's estate in the event of said member's death.
- 18.5 The number of members on leave for study shall be limited to two percent (rounded to the nearest whole number) of the total professional staff during any school year.
- 18.6 Sick leave will not be allowed to personnel on sabbatical leave.
- 18.7 A member on sabbatical leave will advance on the salary schedule the same as if they had been teaching within the District.

ARTICLE 19

SEPARABILITY

- 19.1 If any provision of this Agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any such tribunal, the remainder of the Agreement shall not be affected thereby and, upon request of either the Board or the Association, the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such provision.
- 19.2 Any individual contract between the Board and an individual heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If any individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

ARTICLE 20

SICK LEAVE

- 20.1 As provided by ORS 332.507, 10 days of sick leave with full pay shall be granted to each licensed member each year for absence due to personal or family illness or injury, or for scheduled medical appointments with a minimum of one-half day required to be taken. Sick leave may also be used for any reason set forth in the Oregon Sick Time Law. Family is defined as the member's children, spouse, parents, or mother/father in law, or any individual living in the member's household, as well as any other family member set forth in the Oregon Family Leave Act. This sick leave shall be credited the first day the member reports for duty.
- 20.2 Sick leave for any licensed member which is not used in any one school year shall accumulate without limit. A part time member shall accumulate sick leave at a ratio equal to the relationship of their part time employment to full time employment.
- 20.3 When a member will be absent from work they shall give notice to the principal or the person designated by the Superintendent to receive such notice. If the absence is for consecutive days, the principal should be notified of the probable date of return. If the member has been absent in excess of five consecutive school days, or if the District has reason to believe that the member is abusing the sick leave privilege, medical certification or other acceptable substantiation of illness may be required. Sick leave will be granted in minimum increments of 1/2 day with the following exception. In the event a member must leave early, or arrive late for medical reasons and has received approval from the building principal or person designated by the Superintendent to give such approval, and the absence does not result in the loss of student contact time, the absence may be made up. If the member's absence is for longer than one and one-half (1.5) hours or requires the assignment of a substitute, the absence shall be charged against the member's sick leave.
- 20.4 A member returning from an illness, whether or not sick leave benefits have been paid, may be required to either submit to a medical examination at the expense of the District or furnish a medical doctor's certificate of health prior to returning to work, in order to safeguard the health of students and fellow members.
- 20.5 If, at the beginning of the school year, a member previously employed for at least one school year is ill and unable to resume their teaching duties, and such member had unused accumulated sick leave days at the end of the prior school year, they will be allowed to use such previously accumulated sick leave days while they remain ill and unable to work. Such member shall not be credited with any additional sick leave days until they have returned to their teaching duties.

- 20.6 Any member who has a poor health condition of a chronic or continuing type must, upon request of the Superintendent and at the expense of the District, authorize the member's doctor to report in writing to the Superintendent their opinion as to the ability of said member to carry out their duties as a member of the District.
- 20.7 Sickness or any other unavoidable circumstances which prevent the member from carrying out their duties 20 workdays immediately following the exhaustion of their accumulated sick leave shall be sufficient reason for the Board to place the member on leave without pay for the remainder of the school year and to terminate the member's employment without penalty on August 1 if the school Board determines that the member is unable to resume teaching responsibilities at the beginning of the next fall term.
- 20.8 In accordance with ORS 332.507, sick leave accrued in other Oregon school districts shall be credited to new members for sick leave purposes to a maximum of 75 days.
- 20.9 **Unpaid Industrial Disability Leave**
- A. Any absence from work while temporarily disabled by reason of a compensable industrial accident or disease shall be an excused but unpaid absence. It shall not be counted as sick leave unless the member shall elect in writing to be paid as sick leave the difference between the temporary disability benefits and the regular wages. In case of such application, the member will be charged a fractional sick leave day; however, such deduction shall not exceed the amount determined by taking the member's daily wage for the period of time less benefits received under Worker' Compensation.
 - B. All calculations are to be done on the member's daily wage.
 - C. The member must notify the District as soon as possible if the absence is due to an on-the-job injury.
- 20.10 A member returning from an approved leave of absence that extends longer than one semester shall be credited with the accumulated sick leave they had at the beginning of the leave. No sick leave is to be credited for the time of absence.
- 20.11 In accordance with applicable law, sick leave benefits shall be available for use during the period of disability due to pregnancy to the extent that sick leave benefits have been accumulated by the member.

20.12 Sick Leave Pool

The District will provide a sick leave pool, whereby members may contribute up to 10% of their sick leave days per school year for members who have a documented serious health condition (as defined in state and family leave laws) subject to the provisions below:

- A. Members receiving donated sick leave must have exhausted all other paid leaves and not be receiving paid disability or workers compensation benefits.
- B. The sick leave pool may not exceed 150 days.
- C. The Association will verify with the District Office that the member requesting leave has exhausted all leaves and whether they have other compensation plans such as disability or workers compensation benefits.
- D. Upon retirement, members may donate up to 10% of accrued sick leave days to the sick leave pool, not used in their formula for the Public Employees Retirement System (PERS). Donated days will be credited to the pool on July 1 of the next fiscal year.
- E. Sick leave donated to the pool must be received by the District Office on or before October 31. If at any point the pool has less than twenty-five (25) days remaining, members shall have one additional opportunity to donate days. Distributions cannot exceed more than 150 days in any given contract year.
- F. Management of the sick leave pool will be the responsibility of the Association.

20.13 Notwithstanding the provisions of Articles 13.1 (Paid Leaves/Discretionary Leave) and Article 20 (Sick Leave) of this current bargained agreement, members who receive benefits under Paid Leave Oregon (PLO) will have the option of:

- A. Receiving only PLO benefits without deduction from their accrued paid leave; or
- B. Supplementing PLO benefits with accrued paid leave in half-day increments per Article 20.3.

ARTICLE 21

UNPAID LEAVES

21.1 Leaves without pay may be granted by the Board.

- A. Requests for leaves without pay must be in writing and must have prior approval. Leaves of five (5) working days or less may be approved by the member's supervisor. Leaves of more than five (5) working days shall be approved by the Superintendent.
- B. Members who have appropriately requested and been granted leave and return to the District will retain all seniority accrued at the time of leave. No seniority will accrue during the leave.
- C. Members returning from leave shall be subject to the terms of the collective bargaining agreement in effect at the time of return.
- D. Except as may be required under 21.3, any unpaid leave in excess of 20 consecutive working days, the District shall not provide fringe benefits beyond the end of the month in which the leave commences. However, subject to the underwriter's requirements, the member may continue medical or other insurance programs at his or her own cost.

21.2 **Military Leave:** Members shall be entitled to military leave in accordance with federal and state statutes.

21.3 **Family Leave:** All parties to this agreement acknowledge the existence of and the obligation to comply with the State and Federal Family Leave Law.

21.4 **Charter Leave:**

- A. Pursuant to ORS 338.135, members requesting leave to work in a public charter school shall be granted unpaid leave of up to two school years. Leave requests must state the length of leave.
- B. Requests for leave must be made by May 1 of the year prior to the leave.
- C. A member must notify the Board by May 1 of the year prior to returning of their intent to return. Failure to provide such notice shall result in loss of all benefits and seniority in the District.

- D. A member may request to return sooner than originally requested if the charter is terminated or dissolved.
- E. Members who have appropriately requested leave and return to the District will retain all seniority accrued at the time of the leave. No seniority will accrue during the leave.
- F. Members returning from charter leave shall be subject to the terms of the collective bargaining agreement in effect at the time of return.
- G. A member returning from leave will be assigned to an available open position in the bargaining unit for which they are licensed and qualified, subject to Article 6.

ARTICLE 22

WORK SCHEDULE

- 22.1 Regular building work hours shall be set by the administration annually. However, the District may change such regular building work hours in order to meet the needs of the District, provided that such hours do not exceed eight hours of consecutive service. Prior to such change, the Association shall receive written notification that the change is being considered and be afforded an opportunity to meet and discuss the reasons for the change prior to its implementation. Each member shall be provided a time for a 30-minute continuous duty-free lunch period during the regularly scheduled lunch hours.
- 22.2 In addition to regular building hours, the following shall apply:
- A. Members will not be required to chaperone dances, sell tickets, or provide crowd control at athletic events outside regular hours except as provided in Article 12, Non-Teaching Duties, of this Agreement.
 - B. **Meetings Beyond the Contract Day**
 - 1. Members shall attend building or District required meetings that are directly before or after normal contract hours when and as required by the Superintendent or principal, not to exceed one building meeting per month limited to 30 minutes beyond the contract day. At least 14 days' notice shall be provided for professional development or staff meetings.
 - 2. If members are required to attend more than the specified number of meetings, they shall be properly compensated for such added meetings at per diem salary or at member's request, in compensatory time off with pay.
 - C. Members shall attend up to three (3) District activities per year as required by the Superintendent or principal, not to exceed two hours in length. Staff will be notified of the dates of the three (3) events no later than the first contract day. Staff will be given thirty (30) days' notice beyond those required. If there are more than three (3) per year, they will be voluntary and paid.
- 22.3 Members shall adhere to the daily schedule and shall make no commitments which will preclude their being present in their assigned responsibilities. Request for exceptions must be submitted to the principal prior to the anticipated member absence and/or late arrival or early leaving. Salary deduction will be made on a per diem basis or a prorated share thereof of

unapproved absence, late arrival or early leaving. Members shall not leave the building to which they are assigned during class without consent from the building principal or designee. Members shall not leave during preparation periods during the student contact day without notifying the building principal or designee.

- 22.4 If a member is required to substitute for another member, attend an IEP meeting, or are otherwise responsible for an emergent student need during their regularly scheduled preparation time, the member will be compensated for the lost preparation time at the rate of 1.5 times their regular hourly rate of pay.
- 22.5 The District recognizes the importance of preparation time and will make reasonable efforts to avoid interruptions or losses to preparation time. However, the parties also understand that despite reasonable efforts, interruptions or losses may be necessary in cases of emergency or unforeseen circumstances. No member will lose more than one prep period in any given week except in case of emergency.
- A. Elementary members will receive 210 minutes of preparation time per week during the student contact day to be allocated in blocks of not less than 30 minutes. At least one block should occur during each student contact day. In addition, they shall receive 90 additional minutes of prep time per week to be allocated in blocks of not less than 30 minutes.
 - B. Secondary members shall receive preparation time during the student contact day equivalent to one class period.
- 22.6 Preparation time shall not be used for travel time between work sites for members who are assigned to more than one work site. On days that members travel between work sites, they shall be allotted a minimum of 30 minutes per day for travel, set-up, take-down, and for any unforeseen incidents. This travel time shall not be considered as preparation time. Time may be adjusted or split with written agreement between the member and the District.

ARTICLE 23

WORKLOAD

- 23.1 To provide the best possible experience for all students, the District will strive to maintain reasonable class sizes and caseloads.
- 23.2 The SEA Labor Management Committee may request to meet during a labor management meeting before the budget adoption to exchange information on programmatic considerations, staffing allocation ratios, class size, and caseload issues.
- 23.3 The District will report students per teacher for individual classrooms, sections, secondary caseload, and specialists to the Association and the Board after the ten-day drop.
- 23.4 Elementary specialist classes (physical education, music, library) should not regularly exceed the number of students assigned to one teacher at a time in their regular grade level classrooms, except when combining for specific purposes as requested by the member.
- 23.5 **Co-Teaching:** Co-Teaching shall be defined as a situation in which multiple licensed educators share the range of teaching responsibilities for the same class/section of students, including planning, preparing, and delivering lessons, family communication, and evaluating the progress of students. These provisions shall not apply to J-term classes.
- A. The District will make reasonable efforts to minimize the number of unique preparations (e.g., fifth grade physical education, first grade general music) shared between members with co-teaching assignments.
 - B. The District will make reasonable efforts to align the preparation periods of members with co-teaching assignments to facilitate effective collaboration.
 - C. Members with co-teaching assignments may request a minimum of eight (8) hours of substitute release time per school year for the purposes of collaborative planning and preparation for the co-teaching assignment.

ARTICLE 24

COMPLAINT PROCEDURE

- 24.1 A complaint is defined as any criticism of the conduct or performance of a bargaining unit employee that is presented to District administration.
- 24.2 Complaints against bargaining unit members shall be processed in accordance with Board Policy KL and its associated administrative rule, KL-AR, currently in effect on July 1, 2020.
- 24.3 **Employee Statement:** An employee may attach a written statement to any complaint or resulting discipline or directive placed in their personnel file.
- 24.4 The bargaining unit member who is the subject of a complaint has the right to Association representation at any meeting involving the complaint.

ARTICLE 25

EARLY RETIREMENT

25.1 A member whose employment with the District began prior to July 1, 1999, who has completed 15 consecutive years of service with the District, and is PERS eligible or is at least 58 years of age but not more than 61 years of age, shall have the option of an early retirement program.

25.2 The member shall have three options:

Option A: A \$450 monthly stipend for a maximum of 84 months or age 62 to use towards insurance under the District's group plan. If insurance premium amounts exceed \$450 per month, the retiree will be responsible for paying the difference between the two amounts to maintain coverage. If the insurance premium is less than \$450 per month, the member will not receive the difference.

Option B: A \$450 monthly stipend for a maximum of 84 months or age 62 with no option towards insurance.

Option C: A one time lump sum payment of 75 percent of the difference between the retiree's salary and the current base salary.

25.3 **Notification of Intent to Retire**

- A. The member's choice of Option A and B requires notification of intent to the District by April 15 of the current year.
- B. Member's choice of Option C requires notification of intent to the District by the first day of the second semester of the current year.
- C. Notification must be provided to the District by June 15 of the current year for insurance if choosing either Option A or B.

26.4 The phrase "consecutive years of service" shall be defined to include all paid leaves of absence, but not approved unpaid leaves of absence. However, approved unpaid leaves of absence shall not break the continuity of the years accumulated.

ARTICLE 26

DURATION AND TERMINATION

26.1 This Agreement shall be effective on July 1, 2024, and will remain in full force and effect through June 30, 2026.

26.2 The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter addressed in the course of negotiations. The terms and conditions hereof may be modified only through the written mutual consent of the parties. Executed this 13th day of May 2024 in Scappoose, Oregon, by the undersigned officers by the authority and on behalf of the Scappoose School District and the Scappoose Education Association.


Scappoose Education Association

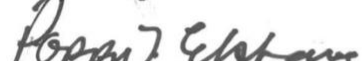

Tami McDonald, SEA President



Mark Sprenger, SEA Negotiations Chair



Bryan Wilkins


Rachael Rodrigue


Emily Stout


Poppy Elshaug


Jeana Gump


Megan Moga

Scappoose School District #1J


Phil Lager, School Board Chair


Dr. Tim Porter, Superintendent



Whitney Hesson


Branda Jurasek


Mitch Neilson


Teresa Huff


Amanda Small


Adam Strachan

APPENDIX A

SALARY SCHEDULE

2024-2025 School Year (3.5% COLA)

Step	BA	BA+24	BA+45	BA+90 / MA	BA+120 / MA+24	MA+45	MA+60
1	49,684	51,175	52,710	54,291	55,920	57,598	59,326
2	51,175	52,710	54,291	55,920	57,598	59,326	61,105
3	52,710	54,291	55,920	57,598	59,326	61,105	62,938
4	54,291	55,920	57,598	59,326	61,105	62,938	64,827
5	55,920	57,598	59,326	61,105	62,938	64,827	66,772
6	57,598	59,326	61,105	62,938	64,827	66,772	68,775
7	59,326	61,105	62,938	64,827	66,772	68,775	70,839
8	61,105	62,938	64,827	66,772	68,775	70,839	72,963
9	62,938	64,827	66,772	68,775	70,839	72,963	75,152
10	64,827	66,772	68,775	70,839	72,963	75,152	77,407
11	66,772	68,775	70,839	72,963	75,152	77,407	79,729
12	68,775	70,839	72,963	75,152	77,407	79,729	82,121
13	70,839	72,963	75,152	77,407	79,729	82,121	84,584
14		75,152	77,407	79,729	82,121	84,584	87,122
15			79,729	82,121	84,584	87,122	89,736
16				84,584	87,122	89,736	92,428
17						92,428	95,200
20	72,963	77,407	82,121	87,122	89,736	95,200	98,056
25	75,152	79,729	84,584	89,736	92,428	98,056	100,998

2025-2026 School Year (5% COLA)

Step	BA	BA+24	BA+45	BA+90 / MA	BA+120 / MA+24	MA+45	MA+60
1	52,168	53,733	55,346	57,005	58,716	60,478	62,293
2	53,733	55,346	57,005	58,716	60,478	62,293	64,161
3	55,346	57,005	58,716	60,478	62,293	64,161	66,085
4	57,005	58,716	60,478	62,293	64,161	66,085	68,069
5	58,716	60,478	62,293	64,161	66,085	68,069	70,111
6	60,478	62,293	64,161	66,085	68,069	70,111	72,213
7	62,293	64,161	66,085	68,069	70,111	72,213	74,380
8	64,161	66,085	68,069	70,111	72,213	74,380	76,612
9	66,085	68,069	70,111	72,213	74,380	76,612	78,910
10	68,069	70,111	72,213	74,380	76,612	78,910	81,277
11	70,111	72,213	74,380	76,612	78,910	81,277	83,716
12	72,213	74,380	76,612	78,910	81,277	83,716	86,227
13	74,380	76,612	78,910	81,277	83,716	86,227	88,814
14		78,910	81,277	83,716	86,227	88,814	91,478
15			83,716	86,227	88,814	91,478	94,222
16				88,814	91,478	94,222	97,049
17						97,049	99,960
20	76,612	81,277	86,227	91,478	94,222	99,960	102,959
25	78,910	83,716	88,814	94,222	97,049	102,959	106,048

APPENDIX B

EXTRA DUTY SALARY SCHEDULE

Rates of Pay by Group

Group	Rate
AA	25%
A	17%
B	15%
C	13%
D	10%
E	8%
FF	7.5%
F	7%
G	5%
GG	3%

Elementary Positions

Group	Position	2024-2025	2025-2026
E	Elementary Band	\$3,975	\$4,173
E	Elementary Music	\$3,975	\$4,173
F	Elementary Intramural Director	\$3,478	\$3,652
F	5th & 6th Grade Track Coach	\$3,478	\$3,652

Middle School Positions

Group	Position	2024-2025	2025-2026
B	MS Athletic Director (paid one time per year)	\$7,453	\$7,825
E	MS Leadership	\$3,975	\$4,173
FF	MS 7th Grade Head Football Coach	\$3,726	\$3,913
FF	MS 8th Grade Head Football Coach	\$3,726	\$3,913
FF	MS Wrestling Head Coach	\$3,726	\$3,913
F	MS 7A Volleyball Head Coach	\$3,478	\$3,652
F	MS 7B Volleyball Head Coach	\$3,478	\$3,652
F	MS 8A Volleyball Head Coach	\$3,478	\$3,652
F	MS 8B Volleyball Head Coach	\$3,478	\$3,652
F	MS 7A Basketball Head Coach	\$3,478	\$3,652
F	MS 7B Basketball Head Coach	\$3,478	\$3,652
F	MS 8A Basketball Head Coach	\$3,478	\$3,652
F	MS 8B Basketball Head Coach	\$3,478	\$3,652
F	MS Intramural Director	\$3,478	\$3,652
F	MS Dance	\$3,478	\$3,652
F	MS Drama	\$3,478	\$3,652

F	MS Cross Country	\$3,478	\$3,652
F	MS Head Track Coach	\$3,478	\$3,652
G	MS AVID Site Coordinator	\$2,484	\$2,608
G	MS Cheer Advisor	\$2,484	\$2,608
G	MS Dance	\$2,484	\$2,608
G	MS Yearbook	\$2,484	\$2,608

MS Assistant Coaches make 85% of the related head coach.

High School Positions

Group	Position	2024-2025	2025-2026
AA	HS Athletic Director (to be paid only to staff not employed by the District in an administrative role)	\$12,421	\$13,042
A	Head Football Coach	\$8,446	\$8,869
A	HS Head Basketball Coach	\$8,446	\$8,869
A	HS Head Wrestling Coach	\$8,446	\$8,869
A	HS Head Track Coach	\$8,446	\$8,869
B	HS Head Volleyball Coach	\$7,453	\$7,825
B	HS Head Baseball Coach	\$7,453	\$7,825
B	HS Head Softball Coach	\$7,453	\$7,825
B	HS Head Soccer Coach	\$7,453	\$7,825
B	HS Head Cross Country Coach	\$7,453	\$7,825
B	HS Head Swimming Coach	\$7,453	\$7,825
C	HS Drama - Musical (Producer)	\$6,459	\$6,782
C	HS Head Golf Coach	\$6,459	\$6,782
C	HS Leadership	\$6,459	\$6,782
C	HS Tennis	\$6,459	\$6,782
D	HS Winter Dance Coach	\$4,968	\$5,217
E	HS Fall Dance Coach	\$3,975	\$4,173
E	HS Fall Cheerleading Coach	\$3,975	\$4,173
E	HS Winter Cheerleading Coach	\$3,975	\$4,173
E	HS Flag Football	\$3,975	\$4,173
F	HS NHS Advisor	\$3,478	\$3,652
F	Weight Room Supervisor	\$3,478	\$3,652
G	HS Bowling	\$2,484	\$2,608
G	HS FBLA	\$2,484	\$2,608
G	HS Newspaper	\$2,484	\$2,608
G	HS Yearbook	\$2,484	\$2,608
G	HS AVID Site Coordinator	\$2,484	\$2,608
G	HS Social Media Coordinator	\$2,484	\$2,608
G	Thespian Troupe Advisor	\$2,484	\$2,608

HS Assistant Coaches (includes Non-Musical Drama) earn 70% of related head coach.

Post-Season Pay: Where the coach(es) of an athletic team continues into the post-season, the coach(es) shall be paid a weekly bonus equal to 5% of their season stipend. Play-in games and other post-season qualifying contests shall be considered part of the regular season.

Other Positions

Group	Position	2024-2025	2025-2026
C	Band Director	\$6,459	\$6,782
D	Choir Director	\$4,968	\$6,782
F	Mentors	\$3,478	\$3,652
G	Building Website Manager	\$2,484	\$2,608
G	PLC/Team Leader	\$2,484	\$2,608
G	Building Oregon Battle of the Books (OBOB) Coordinator	\$2,484	\$2,608
G	Robotics Coach	\$2,484	\$2,608
G	Building Testing Coordinator	\$2,484	\$2,608
G	Building TAG Coordinator	\$2,484	\$2,608
G	Piano Accompanist	\$2,484	\$2,608
G	Safety Patrol	\$2,484	\$2,608
GG	Outdoor School Leader (Attending teachers earn 70% of this amount)	\$1,491	\$1,565

APPENDIX C

GRIEVANCE REPORT FORM

Name of Grievant: _____ School District: _____

Date of Filing: _____ Representative: _____

Level I

A. Provision of Master Agreement or School Policy Allegedly Violated:

1. Statement of Grievance:

2. Action Requested:

B. Disposition by Immediate Supervisor:

Signature of Supervisor

Date

C. Position of Grievant and/or Association:

Signature of Grievant

Date

Level II

A. Date Received by Superintendent or Designee: _____

B. Disposition by Superintendent of Designee: _____

Signature of Superintendent/Designee

Date

C. Position of Grievant and/or Association: _____

Signature of Grievant

Date

Level III

A. Date Submitted to the School Board: _____

B. Disposition by the School Board: _____

C. Position of Grievant and/or Association: _____

APPENDIX D

EVENTS SUPERVISION TABLE

The hours specified below shall be considered the minimum number of hours paid for each position. Hours in excess of these specified amounts will be paid based on actual hours worked.

Sports Supervision / Chairperson		
Fall Sports		
Soccer (Boys & Girls)	Supervision	2.5 hours
	Varsity Announcer	1 hour
	Varsity Clock Person	2 hours
Volleyball	HS/MS Supervision	2.5 hours
	Varsity Announcer	1 hour
	Clock Person	2.5 hours
	Ticket Seller	1.5 hours
Football (MS/Frosh/ JV)	MS Supervision	4 hours
	MS Clock Person	3.5 hours
	HS Supervision	2.5 hours
	HS Clock Person	2.5 hours
Football (Varsity)	Supervision	3 hours
	Chairperson	4 hours
	Announcer	2.5 hours
	Clock Person	2.5 hours
	Ticket Seller	2 hours
Winter Sports		
Basketball (HS)	Supervision	2-6 hours
	Clock Person	1.5-3 hours
	Ticket Seller	1.5-3 hours
	Varsity Announcer	1-2 hours
	Shot Clock Operator	2 hours
Basketball (MS)	Supervision	2 hours
	Clock Person	2 hours
Wrestling	MS Supervision	4 hours
	HS Supervision	2 hours
	Announcer	2 hours
	Ticket Seller	1.5 hours
	Clock Person	2 hours

Spring Sports		
Softball	JV/Varsity Supervision - Single	2 hours
	JV/Varsity Supervision - Double	4.5 hours
	Announcer	3 hours
Baseball	JV/Varsity Supervision - Single	2 hours
	JV/Varsity Supervision - Double	4.5 hours
	Announcer	3 hours
Track	MS Supervision	3.5 hours
	Chairperson: Dual meet	3 hours
	Chairperson: Invite	4 hours
	Announcer	3 hours

Other Duties	
Driver Education Instructor	\$30 per hour
HS Dance Supervision	3 hours
MS Dance Supervision	2 hours
Elementary Concert Supervision	2 hours
Auditorium Technician	2 hours
Elementary Science Fair	2 hours

Away Events	
One Person Only	\$25 per hour

Supervision/Chairperson Rate of Pay	
Hourly rate	\$25.00
*Chairperson	+\$35.00 per event