St. Helens School District

and

St. Helens Education Association

2024-2027

Agreement

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Article 1 – Recognition of Appropriate Bargaining Unit

Sec 1.1 The St. Helens School District 502 recognizes the St. Helens Education Association as the exclusive bargaining representative for a unit consisting of all of the licensed educators of St. Helens School District 502, including Behavior Specialist, School Nurse and Child Development Specialist, excluding substitutes, designated supervisory and confidential educators and temporary teachers except as provided by contract.The St. Helens Virtual Academy (SHVA) is a school within the St. Helens School District. All staff are considered staff of the St. Helens School District unless contracted otherwise.

Sec 1.1.1 Bargaining shall be understood as any offer to any member(s) of the bargaining unit to change language, salary, or benefits stated in this currently ratified contract.

Sec 1.2.1 Probationary Educator: Any educator who has been regularly employed by the District for less than three successive years and who has been renewed by the District, including those who are in their first year of employment.

Sec 1.2.2 Contract Educator: Any educator who is not probationary or temporary.

Sec 1.2.3 Temporary Educator: Any educator who has been employed to fill a position designated as temporary or experimental or to fill a vacancy which occurs after the opening of school because of unanticipated enrollment or because of the death, disability, retirement, resignation or dismissal of a contract or probationary educator, or for an educator on approved leave of absence.

Sec 1.2.3.1 Temporary educators working between one and 60 days will not be considered a part of the St. Helens Education Association bargaining unit. Beginning day 61, temporary educators will be considered members of the St. Helens Education Association bargaining unit for all aspects of this Agreement excluding unpaid leaves, and layoff.

Sec 1.2.3.2 For the purpose of this definition, "days" shall mean educator working days.

Sec 1.2.4 Notwithstanding Section 1.1 above, Article 11, Preparation Periods, and Article 25, Educator Evaluation, shall not apply to the Behavior Specialist, School Nurse, and Child Development Specialist.

Article 2 – Association Dues and Payroll Deductions

Sec 2.1 Upon appropriate written request from the educator, the District shall deduct from the salary of any educator and make appropriate remittance for only the following deductions. No other deductions shall be permitted without the written agreement of the parties:

Life Insurance/EmployeeEducator Purchased
Tax Sheltered Annuities (Companies to be approved by Educator Investment Committee)
United Way
Long Term Disability
Supplemental Insurance (Purchased by educator through AFLAC or American Fidelity)

IRS Section 125 Accounts - American Fidelity
Health Savings Accounts
Fitness Centers
Legal Shield
OEA Foundation
OEA PAC

Sec 2.2 Association Dues Deductions: Prior to the first dues deduction of the school year, and then for any educator who becomes a member of the Association after the start of the school year, the Association shall notify the District of bargaining unit members who have elected to have deductions of membership dues in the United Education Profession (i.e., SHEA, OEA and NEA). Pursuant to such authorization, the District shall deduct monthly, according to their pay options, such dues from the regular salary check of the educator. The District shall then deduct one-tenth of such dues from the second regular salary check of the educator each month for ten (10) months, beginning in October. Deductions for educators who join the Association after the commencement of the school year shall be appropriately prorated so that payments will be completed by payment of the final paycheck.

Sec 2.2.1 Educator List: Along with the monthly dues remittance to OEA, the District shall provide to the OEA Membership Specialist an Excel- compatible electronic ledger with the name of each educator from whom dues deductions have been made, the amount of the deductions, and the last four digits of the educator's Social Security number.

Sec 2.2.2 By October 31 of each year, the District shall provide to the OEA an Excel-compatible electronic database with the name of each educator in the bargaining unit (both active members and non-members) as well as each educator's educator 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.

Sec 2.2.3 The District shall notify the Association of the name, mailing address, telephone number (if any), hire date, FTE, and pay rate of all newly hired bargaining unit educators within five (5) working days after Board approval of hiring.

Sec 2.2.4 Change in Employment Status: The District shall promptly notify the OEA Membership Specialist whenever an educator in the bargaining unit is placed on an unpaid leave of absence, retires, resigns, or changes their name.

Sec 2.2.5 Hold Harmless Clause. The Association agrees to indemnify and save the Board, and including each individual school board member, harmless against any and all claims, demands, costs, including unemployment compensation, suits or other forms of liability, including back pay and all court or administrative agency costs that may arise out of or by reason or action by the Board for the purpose of complying with this agreement.

Article 3 – District Rights

Sec 3.1 The District hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, responsibilities and obligations conferred upon and vested in it to

operate and manage the school system and its programs, facilities, properties, and activities of its educators, during the performance of their assigned duties, in the service of the school District, by the constitution and laws of the state of Oregon, its judicial decisions and its executive orders, the United States constitution and its laws, judicial decisions and executive orders, and the will of the local District voters as expressed at the polls.

Sec 3.2 Without limiting the statements contained in the foregoing section, it is expressly recognized that the District's operational and managerial authority, responsibility and accountability includes, but is not limited to the following statements:

Sec 3.2.1 The determination of the management, supervisory or administrative organization of each school or facility in the District; the selection of the educators for, and promotion to management, supervisory or administrative positions; the right of such designated educators to perform the inherent management, supervisory or administrative functions and directives of the District.

Sec 3.2.2 The determination of the financial policy and procedures of the District, including all general accounting procedures, inventories of supplies and equipment procedures. The right to enforce rules and regulations now in effect and to establish new rules and regulations, and to abolish the same from time to time, not in conflict with this Agreement. The right to inform the public and all the District's educators on any and all matters pertaining to the District, except as specifically prohibited by state law or this Agreement.

Sec 3.2.3 The determination of safety, health, welfare and emergency protection measures applicable to people or property where the legal or public responsibility of the District or other governmental unit is involved. To protect personal and constitutional rights of students, educators, school officials and that of the general public.

Sec 3.2.4 The determination and use and control over all District property and facilities. The right to protect, preserve and maintain all District property and facilities. The right to determine the location of District property and facilities. The right to establish new facilities, to relocate or close any District facilities. The right to acquire or dispose of property and facilities.

Sec 3.2.5 The determination of the size of the working force, the allocation and assignment of work to educators, the determination of policies affecting the selection of educators, and the establishment of quality standards and judgment of educator performance. The direction and arrangement of all the working forces in the District, including the right to hire, suspend, discipline, transfer or discharge educators; to temporarily relieve educators from duty unless otherwise stated in this contract. The creation, combination, modification or elimination of any position deemed advisable by the District.

Sec 3.2.6 The determination of the layout and equipment to be used, subjects to be taught, and the right to plan, direct and control school activities. The right to establish and revise the school calendar, establish hours of employment to schedule classes and assign workloads, to select textbooks, teaching aids and materials. The right

to make assignments for all programs of an extracurricular, co-curricular, student activity or athletic program.

Sec 3.2.7 The right to continue to review, study and achieve improved teaching methods, plans, programs, projects, curriculum and innovative means to improve schools and education and the training of students. The District shall continue to participate, when and where feasible and practicable, with governmental units and agencies (local, state or federal) in such improvements and innovative means as it deems necessary to accomplish the improved qualities of education.

Sec. 3.3 Nothing in this Agreement shall limit in any way the District's contracting or, subcontracting of work or programs or shall require the District to continue in existence any of its present programs in its present form and/or location or on any other basis. However, the District will negotiate the impact of subcontracting work or programs with the Association.

Sec. 3.4 The foregoing functions of the District shall not be considered to exclude other functions of the District not specifically set forth; the District retains all functions and rights to act not specifically nullified by this Agreement.

Sec. 3.5 The exercise of the foregoing powers, right, authority, duties, responsibilities and obligations of the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and expressed terms of this Agreement and then only to the extent such specific and expressed terms hereof are in conformance with the constitution and laws of the state of Oregon, and the constitution and laws of the United States, judicial decisions, executive orders and the will of the state electorate and that of the school District as expressed at the polls.

Article 4 – Agreement Duration

The provisions of this Agreement shall be effective the date of execution except as specifically identified herein and shall be binding upon the District, the Association and all members of the bargaining unit, and shall remain in full force and effective July 1, 2024 through June 30, 2027, when it shall terminate.

Article 5 – Status of Agreement

Sec 5.1 There shall be two signed copies of the final Agreement for the purpose of records. One shall be retained by the Association and one by the District. Both copies shall be "official copies".

Sec 5.2 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 District 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 even though such subjects or matters may not have been within the knowledge or contemplation of either or

both of the parties at the time that they negotiated or signed this Agreement except as provided in ORS 243.698.

Sec 5.3 If any provision of this Agreement is held to be invalid by operation or law or by a 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. Upon the request of either the District or the Association, the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such provision.

Sec 5.4 Upon expiration, this Agreement shall continue and remain in full force for successive periods of one year (fiscal year) unless either party shall by January 15 serve written notice on the other party of a desire to terminate, modify, change or amend this Agreement for the next fiscal year, beginning July 1. If reopened, then this Agreement will terminate on the date set forth in Article 4.

Sec 5.5 After receipt of such written notice by either party to terminate, modify, change or amend this Agreement, an initial meeting between the Association representatives and the District representatives will be established by mutual consent of the two parties through the Superintendent of the District.

Sec 5.6 Within 60 days after the date of final ratification of this Agreement, the District will post the Agreement on the District website for members to access and the District will provide an editable copy of this Agreement to the Association in a mutually agreed upon format.

Sec. 5.7 New educators will be given a copy of the Agreement by the District during the first week they report for work. Expense of these copies will be borne by the District.

Article 6 – Status of Part-Time Regular Educators

Sec 6.1 Educators working less than 30 hours per week but at least 20 hours per week will receive educator-only insurance benefits. They will be eligible for proportionate sick leave, sick time, and other leave for which they are eligible. To be eligible for paid lunch periods, a person must work more than one-half of the workday. Part time educators who work 30 hours or more shall receive the same fringe benefits as full time educators.

Sec 6.2 Part time educators (½ time or more) will advance on both salary and seniority at one year's experience and one year's seniority.

Sec 6.3 Part-time educators who are required to be present beyond their regular workday shall be paid at their hourly per diem rate. Part-time educators are not eligible to receive extra compensation for functions outside an educator's workday for which full-time educators are required to be in attendance but for which they do not receive additional compensation.

Sec 6.4 Part-time educator FTE is determined as a proportion of a full time educator in the same building. The same proration applies to part-time educator preparation time.

Sec 6.5 The District will provide a list of all licensed educators' FTE to the Association upon request.

Sec 6.6 Part-time educators shall work and be paid 8 hours per day for the first four (4) days and last day of the contract year at their per diem rate.

Sec 6.7 Part-time educators who will be responsible for information provided at an administration-directed meeting or training outside their regular work hours shall receive their per diem rate for attendance. In addition, they shall have the option of working hours between the end of their regular scheduled day and the start of the meeting, to be paid at their per diem rate.

Article 7 – Job Sharing

Sec 7.1 Job sharing is defined as one position shared equally by two persons licensed to assume the responsibilities described in the job description. Educators who job share will have the first opportunity to substitute for each other.

Job sharing requests will be considered on an individual basis in accordance with their compliance with the following requirements:

Sec 7.1.1 The sharing of one position by two job-sharing educators will be approved if determined to be in the best interest of the District. Probationary educators will not be considered. Once a job share has been approved the District must inform the educators in writing of their new contract status (i.e., loss of full time status and right to full time employment).

Sec 7.1.2 All salary and benefits, including sick leave days, other paid leave days and insurance payments shall be prorated for job-sharing educators. Full insurance coverage will be made available as a payroll deduction.

Sec 7.1.3 Job-sharing educators wishing to continue the assignment the following year must make this request in writing to the District office by March 15.

Sec 7.1.4 Each job-sharing position shall be evaluated annually to determine renewal.

Sec 7.1.5 Job-sharing educators sharing one job will sign the job sharing agreement prior to the start of the assignment.

Sec 7.1.6 If a job-sharing educator substitutes for another job-sharing educator, they will be paid at their regular rate.

Sec 7.1.7 After three years of job-sharing, educators will be considered part-time educators and will no longer have rights to full-time positions.

Sec 7.2 The building administrator shall develop schedules, assign duties and provide for preparation time. It shall be the responsibility of the two parties to divide their time so that these agreements are equitable. If the two teachers have not, by May 1, communicated to the principal their agreement over the schedule, they shall each submit a written final proposal to the other and the principal by May 10. The principal shall attempt to mediate the differences. If such mediation does not promptly produce a mutual agreement, by May 20, the job sharing will not take place.

Sec 7.3 Educators will be placed on salary schedule in accordance with their experience and training and advance on the schedule as if they had one full time years' experience.

Sec 7.4 No educator in the District shall be involuntarily transferred in order to create a shared-time position.

Sec 7.5 If attendance is required of both parties on in-service days, both parties shall be compensated. If attendance is required of both parties on teacher parent conference days both parties shall attend with no additional compensation. The educator working on the day of a faculty meeting will be responsible for attending the meeting and passing the information to the other team member.

Sec 7.6 If a job sharing position terminates, the senior member will have the option of filling the full time position or requesting a transfer to another open position in the District for which they are licensed and qualified. If the senior member stays in the assignment, the other educator will be assigned to a position for which they are licensed, and has seniority as established in Article 14, Layoff and Recall.

Sec 7.7 In the event a dispute arises between the educator(s) and the District concerning the implementation and/or administration of this Article, the educator may seek resolution through the grievance procedure or through the legal system but may not pursue the matter through both.

Article 8 – Nondiscrimination: The Association and District

Sec 8.1 The Association and the District affirm their adherence to the principles of free choice and agree that they shall not discriminate against any educator covered by this Agreement because of age, race, religion, gender, national origin, physical disabilities, membership or non-membership in the Association, creed, color, union activities, domicile, marital status, sexual orientation, ethnicity, or membership in any other protected class.

Sec 8.2 All reference to educators in this Agreement is irrespective of gender. The use of they/them/their shall be the accepted reference.

Article 9 – Vacancies and Transfers

Vacancies and Voluntary Transfers

Sec 9.1 Annually, prior to March 1, the District shall notify all educators of their right to request a transfer for the following school year. Educators who would like to request a transfer shall submit their interest to the personnel office by March 15; requests will be kept on file until March 15 of the following year.

Sec 9.2 A vacancy is defined as an open position that was not filled through the transfer of a current qualified staff. An open position that can be filled through reassignment of staff is not considered a vacancy for the purposes of this Article. A position with a proposed duration of longer than twelve (12) weeks will be posted in the following manner:

Sec 9.2.1 It is understood that newly-created TOSA positions will be posted.

Sec 9.2.2 Open positions will be posted for five (5) calendar days on the District website. Vacancies will be emailed to all bargaining unit staff.

Sec 9.2.3 In-district applicants who meet the minimum qualifications shall receive an interview for the position. An in-district applicant not selected shall be informed in writing of the reasons they were not selected based on the criteria established prior to the open position being posted.

Sec 9.3 Selection of the best candidate shall be based on established criteria specified in the position description and preferred by the building or program administrator.

Sec 9.4 In the case of a temporary position that becomes permanent, the District reserves the right to fill the position with the incumbent if it is deemed to be in the best interest of the school.

Involuntary Transfers

Sec 9.5 An involuntary transfer initiated by the District is subject to the following limitations, guidelines, and procedures.

Sec 9.5.1 It may become necessary for the District to change the assignment of an educator prior to, at the beginning of, or during any school year. The District will endeavor to notify all educators of their assignments for the ensuing year not later than June 1. If conditions necessitate re-assignment of any educator after June 1, or at the time a decision to reassign is being formally considered, the educators shall be notified by personal interview, telephone call or certified mail to their last known address as soon as practical.

Sec 9.5.2 An involuntary transfer shall be for the following reasons: (1) realignment of staff as a result of a layoff or as a result of shifts in student enrollment; (2) more efficient utilization of staff; (3) enhanced overall instruction at grade levels; (4) opening a new building; or (5) closing a building. An involuntary transfer shall not be used for disciplinary purposes.

Sec 9.5.3 The affected educator will be notified of the decision to transfer and, upon request, will be provided written reasons for the transfer as soon as possible. At that time the principal or District administrator in immediate charge of the transfer will inform the educator of any known vacancies in the school District for which the educator may apply. The educator will have the opportunity to make known their wishes regarding the assignment and will be allowed to indicate their preference of assignment.

Sec 9.5.4 Unless waived by the educator, the District will reassign them to the original position as soon as it becomes practical and possible to do so.

Sec 9.5.5 An educator who has been involuntarily transferred may appeal the decision to transfer to the Superintendent and the School Board. The decision of the Board shall be final; however, alleged procedural violations are subject to the grievance procedure.

Sec 9.5.6 In the event of an involuntary transfer the District shall provide one (1) full paid day for each educator to move. If the move is the result of the opening or closing of a building, an additional two (2) paid days per educator will be provided. In the case of a job shared assignment moving to another building, the two (2) educators will receive one (1) paid day each for a total of two (2) paid days.

Article 10 – Educator Work Year and Work Day

Sec 10.1 The school calendar shall be established by the District. A copy of the ensuing year's calendar, before its final adoption by the District, shall be given to the Association for input. The school work year for educators shall be within the confines of the school calendar, and shall not exceed 190 days comprising not more than 179 days when pupils are in attendance, six work in-service days and five paid holidays as designated in Section 10.3.

Sec 10.2 The District reserves the right to adjust the calendar of any school year during that school year due to unforeseen circumstances.

Sec 10.3 The school work year for educators is 190 days. Paid holidays are Labor Day, Veterans' Day, Thanksgiving, Presidents' Day and Memorial Day, as long as they fall within the 190-day working period. The District will give consideration to advisory suggestions offered by the Association in regard to the number and designation of those days that are not student in-seat days or holidays. The Martin Luther King, Jr. holiday is a non-contract day. State in-service Day is a non-contract day. The Wednesday before Thanksgiving is a non-contract day.

Sec 10.3.1 If a half-day of pre-service prior to the start of the year is not provided to staff for use in completing District-required online trainings, then one (1) early release day in September must be reserved for such purposes.

Sec 10.4 The regular workday shall consist of eight working hours, including a 30-minute duty-free lunch. Educators shall be in the classroom available for supervision and student or parent conferences from 15 minutes before classes begin in the morning to 15 minutes after the end of the student day. By September 30 of each year, educators will notify the building principal of their intent to flex their work hours, as long as the educators are present 15 minutes before and 15 minutes after the student day. Flexing work hours is defined as shifting the entire eight (8) hour day earlier or later. On days of staff meetings and PLC meetings, IEPs, 504, TAG or any other meeting scheduled by the District, educators on flex schedules will revert to the regular building eight (8) hours.

Sec 10.5 If members are required to work beyond the eight-hour workday to accommodate for parent-teacher conferences, the membership will be given equal time off as compensation. Special education teachers and specialists may be allowed to work in an office/classroom and must always be available during conference hours for parents requesting to conference with them.

Sec 10.5.1 Evening conferences may be scheduled provided that:

a. No classes will be held on days when evening conferences are scheduled.

b. On days when evening conferences are scheduled, educators will not be required to work more than eight (8) hours.

c. Evening conferences will not be scheduled on Fridays or days before break periods.

d. No more than one day of evening conferences may be scheduled during a conference cycle.

Sec 10.5.2 In the event Virtual Academy educators are required to participate in any event or meeting that falls outside the 8-hour day, the educator shall be allowed to flex their schedule, scheduled in coordination with their administrator.

Sec 10.6 Educators shall adhere to the daily schedule, and shall make no commitments that will preclude their being present in their assigned duties and responsibilities. On the occasion when educators need to leave early they shall notify the principal's office before leaving. (This agreement is in lieu of the historical compensatory time.)

Sec 10.7 Other work time outside of preparation time or classroom time but within the confines of the regular workday may be designated. Examples of this are supervision of students, curriculum improvement and development, departmental and/or grade level planning; individual, group or committee projects relating to instructional materials, procedures, processes, curriculum, course of study, conferences with a student/parent/principal, or other matters relating to instruction or co-curricular functions, or student activities.

Sec 10.8 Educators shall attend staff meetings when required by the Superintendent or by the principal. No more than one staff meeting per month may be held outside of regular building hours. Staff members District-wide will be allowed to leave their work sites one-half (½) hour early on Fridays unless they are performing services for which they are receiving additional compensation from the District.

Sec 10.9 The District prefers parent-teacher conferences be held in the school building during previously scheduled conference hours. There may be occasions when this is not possible. In this occasion meeting places or hours may be scheduled through agreement of principal, teacher and legal guardian.

Sec 10.10 The principal shall designate the lunch time for each staff member.

Sec 10.11 It is recognized educators assume responsibilities outside the regular workday including, but not limited to, meeting with parents, attending IEP meetings, grading papers, developing unit/lesson plans and student activities. However, the Association reserves the right to proceed with the grievance procedure if there is a perceived problem with this clause.

Sec 10.12 A specialist's (media specialist, music, or physical education teacher) daily student contact time shall not exceed that of the classroom teacher's daily student contact time.

Sec 10.13 Educators traveling between any schools shall be allotted a minimum of 30 minutes for travel, set-up, take-down, and for any unforeseen incidents. This travel time shall not be considered as preparation time.

Sec 10.14 Educators who are in their first two years of teaching will not be encouraged, nor required to serve on building, District, county or other committees and/or councils.

Sec 10.15 Educators will not be required to serve on more than two (2) building, District, county or other committees and/or councils. If there is a committee that is not fully staffed, the building principal retains the right to assign educators serving on less than two (2) committees and/or councils where additional staff are needed.

Sec 10.16 Educators may choose to work from home on teacher grading days provided that they "sign out" prior to working from home and provide a telephone number for immediate contact during the contracted work hours. Educators working from home 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 work hours may result in loss of the work from home privilege for the educator for the rest of the academic year. A grading day will be scheduled coinciding with the end of each grading quarter.

Sec 10.17 Virtual Academy Work Environment. Virtual Academy educators are expected to work a minimum of 24 hours of their 40 hour work week on-site when space is available. Additional circumstances in which the educator may be expected to perform duties on campus include:

1. District-wide meetings;
2. Staff trainings not offered virtually;
3. Documented violations of workday expectations by the educator.

Sec 10.18 An "Associate Online Teacher" shall be defined as an individual employed by the District in a teaching capacity for the Online Academy who is assigned to three (3) or fewer online courses as set forth by the NCES Course Code and who is assigned to no more than thirty (30) online students in any one grading period.

Sec 10.18.1 The stipend amount for the Associate Online Teacher position shall be based upon the curriculum rate which shall be referred to as the Online Associate Teacher Rate. That rate shall be multiplied by the established number of assigned hours per term to arrive at the stipend amount to be paid. The assigned hours shall be as follows:

1. Associate Online Teachers assigned to nine (9) students or less shall be considered to be assigned to 2.35 hours per week.
2. Teachers assigned to ten (10) to sixteen (16) students shall be considered to be assigned to 2.94 hours per week.
3. Teachers assigned to seventeen (17) to twenty-three (23) students shall be considered to be assigned to 3.53 hours per week.
4. Teachers assigned to twenty-four (24) to thirty (30) students shall be considered to be assigned to 4.15 hours per week.

Student counts for payment purposes shall be determined as of October 1, for the first semester and February 20 for the second semester. The above amounts shall represent the full payment owed to the teacher. Additional paid hours must be approved by a supervisor.

Sec 10.18.2 Associate Online Teachers shall be expected to schedule and maintain office hours. Teachers with sixteen (16) or fewer students shall provide one hour of scheduled office time per week during which they will be available to assist students and/or parents. Teachers with more than sixteen (16) students shall provide two hours of office time per week. The location and scheduling of office hours will be the responsibility of the teacher, in agreement with the Virtual Academy supervisor.

Sec 10.18.3 Associate Online Teachers will be employed on temporary contracts that are either for a semester or for a school year. It is understood that such contracts expire at the end of the stated term, and that there is no right to continued employment beyond the term of the Virtual Academy Associate contract.

Sec 10.18.4 In the event that no district employees apply for an Associate Online Teacher position, the District shall consider hiring a substitute or temporary teacher to fill the position.

Sec 10.18.5 While most of the leave provisions of Article 13 shall not apply to Associate Online teachers, absences that impact an associate teacher's duties will be coordinated with the supervisor.

Sec 10.18.6 Nothing in the Agreement shall be construed as requiring the District to hire individuals employed in other capacities by the District for Associate Online positions.

Article 11 – Preparation Periods

Sec 11.1 Each member shall be scheduled a minimum of 450 minutes of preparation time per week with an uninterrupted time block of no less than 30 minutes daily at the elementary level and one class period per day at the comprehensive middle school/comprehensive high school level. No educator will lose a preparation period in any given week except in case of emergency, emergency drill or absence.

Licensed special education staff shall receive plan time as provided to classroom teachers at their grade level. In addition, special education teachers in Specialized Programs shall receive an uninterrupted block of thirty (30) minutes per day during student contact day for case management responsibilities (file review, writing IEPs, conducting IEPs, etc.).

Sec 11.2 In any instance when the workday is reduced, scheduled school periods shortened, or the day's schedule is adjusted because of the educational program, co-curricular functions, activity programs, transportation requirements, emergencies, or unusual circumstances, the instructional preparation may be proportionally shortened with no recourse by processes of the grievance procedure.

Sec 11.3 The District retains the right to increase student contact time within the above preparation time guarantees and the guarantees contained in Article 10.

Sec 11.4 Special Education teachers shall be provided a substitute teacher for up to three (3) days of release time per year in order to conduct or complete special education work. This work will be directed by the Special Education teacher, aligned with daily work responsibilities and approved by the administrator.

The special education teacher must make a request to the building principal for the substitute a minimum of two (2) days in advance. The request shall be approved by the building principal. The teacher may choose to work remotely to complete special education paperwork provided they share a telephone number with their supervisor for immediate contact during contracted work hours.

The building administrator and special education director may authorize additional leave time for a special education teacher upon request. The district may provide additional time for Special Education teachers to complete intermittent work responsibilities (examples: 1-1 state testing or Oregon Department of Education complaint investigations.)

Special educators who notify their supervisor that they will miss their prep period due to taking care of an immediate student need safety may request to be paid their hourly rate for their lost time. Requests shall be responded to timely; approval shall not be unreasonably withheld.

Article 12 – Teaching Load/Pupil-Teacher Ratio/Class Size

Sec 12.1 The District will maintain class sizes and teacher assignments which promote effective practices consistent with the outcomes expected of each instructional program, and the terms of this Agreement. (OAR-581-022-2335).

Sec 12.2 Upon request of either party a joint committee will be formed to review class size. The committee will be composed of six members with three appointed by the Association and three appointed by the District. This committee will be appointed by the end of the previous school year and begin functioning prior to the first day of classes. During each year of the Agreement, the District will report to the committee and provide it with information regarding the various class sizes in the District, including special needs students, the number of preparation periods provided, and other relevant and reasonably available data. It is intended that the District's report will occur on or about the Friday of the second week of the school year and on or about the first Friday after the start of the second semester of each year. The joint committee will be charged with the responsibility of identifying and examining problem areas. Minutes of the meetings shall be shared with the Superintendent and Association. It is intended that suggested solutions to the identified problem areas would be recommended to the Superintendent by the joint committee.

Sec 12.3 Educators in charge of a school business that requires participation outside the school day (and who document to the building Administration that the hours spent on the school business outside the school day is equivalent to or exceeds the hours that would be spent on certain supervision duties) shall not be assigned certain supervision duties. Business related travel and expense reimbursement shall be pre-approved by the principal. Mileage may be reimbursed with prior approval by the principal.

Sec 12.4 Equitable Class Size/Work Load – Virtual Academy. The parties agree that high student to educator ratios may diminish time available to address individual student needs, and/or limit the scope of their activities. Therefore, the District shall make every effort to maintain a manageable number of course and student caseload.

Article 13 – Leaves

Paid Leaves

Sec 13.1 Sick Leave. The District shall allow each educator ten (10) days sick leave at full pay during each school year, or one day per month employed, whichever is greater. Sick leave shall be credited at the beginning of each school year. Educators who begin work after the start of the school year shall receive a pro-rata sick leave accrual. Sick leave not used shall accumulate for an unlimited number of days. Upon proper verification the District will allow the transfer of accumulated sick leave earned in other Oregon school districts up to a maximum of seventy-five (75) days (equivalent to 600 hours).

Sec 13.2 Sick leave will be granted in hourly increments with the following exception. In the event an educator must leave early, or arrive late for medical reasons and has so notified the building principal, and if the absence does not interfere with teaching duties (absence from classroom teaching), the absence may be made up. If the educator's absence is for longer than two (2) hours or requires the assignment of a substitute, the absence shall be charged against the educator's sick leave.

Sec 13.3 Sick leave will be used for educator absence due to the educator's illness or injury, a family member's or domestic partner's illness or injury, or for doctor's appointments. Sick leave for pregnancy related disabilities will be granted in conformance with state and federal law.

Sec 13.3.1 Any instance of educator abuse of sick leave shall be grounds for disciplinary action against the educator and shall be grounds for possible dismissal.

Sec 13.3.2 Pursuant to state and federal law, at the option of the District, an educator may be required to provide medical certification from the educator's attending physician or practitioner that the illness or injury prevents the educator from working in order to access their sick leave. Any out-of-pocket costs incurred in securing the certification shall be reimbursed by the District upon presentation of a receipt.

Sec 13.4 A bank of sick leave for catastrophic events shall be established under the following conditions:

Sec 13.4.1 Individuals will be limited to a maximum use of 30 days per school year.

Sec 13.4.2 Contributions of sick leave days, for a catastrophic illness, by educators shall be voluntary.

Sec 13.4.3 The Association Board of Directors shall be responsible for establishing and administering guidelines for use in compliance with state and federal law.

Sec 13.4.4 Guidelines shall be approved by both the District and the Association before implementation.

Sec 13.4.5 Sick time hours are not eligible for use or transfer to the sick leave bank for catastrophic illness.

Sec 13.5 Sick Time. Sick time will run concurrent with sick leave and bereavement leave.

Sec 13.5.1 Educators working four hours per day will accrue 1 hour of sick time per 30 hours worked or 1-1/3 hours for 40 hours worked. Educators who work four hours or more per day will be frontloaded 40 hours of sick time at the beginning of the fiscal year.

Sec 13.5.2 Sick time leave will be paid time applied concurrently with all other applicable leaves currently provided by state and federal leave laws and under the provisions of this contract.

Sec 13.5.3 Maximum sick time use in a fiscal year is 40 hours with a maximum accrual of 80 hours.

Sec 13.6 Discretionary Leave. Up to four (4) half days or two (2) full days of leave shall be granted each year to each educator to attend to personal matters, with no restrictions. Educators may carry over one (1) leave day each year for a maximum of three (3) discretionary leave days in any one (1) year. Educators who do not use discretionary days or carry the day over to the next year will be paid the current substitute teacher pay rate per day not used as published by the Oregon Department of Education. Reimbursement will be issued by August 30th. Use of this leave must be entered into the District leave request system.

Sec 13.7 Bereavement Leave. Up to three (3) days per occurrence shall be granted each educator in the event of the death of any family member, family member of a spouse or domestic partner, or any person residing in your home. Use of this leave must be submitted and approved through the District leave request system. In addition to these benefits the District shall comply with the Oregon Family Leave Act (OFLA) and the paid bereavement leave in this section shall run concurrently with leave provisions under OFLA. The definition of family members is different under OFLA than in this section. The bereavement leave under OFLA will apply only for family members listed under the law. Additional leave may be requested and, if approved, will be deducted from sick leave and sick time concurrently, if available. If no sick leave or sick time is available, additional leave will be unpaid.

Sec 13.8 Educator absences not in accordance with Sections 13.1 through 13.8 of this Article shall result in a deduction of the educator's pay in the amount of 1/190th of the educator's contract for each day absent.

Sec 13.9 Jury Duty and Subpoena for Court Appearance. Leave of absence shall be authorized for jury duty or under subpoena. Educators may secure support from the District office in seeking relief from jury duty when it interferes seriously with professional obligations to the teaching assignment. Exclusive of expenses incurred, fees received by the educator for services performed during working hours while on jury or court duty shall be deposited with the District, and no deduction in pay will be made by the District in subsequent pay periods.

Sec 13.9.1 Subpoena leave is not available when the educator or the Association is a complainant against the District.

Sec 13.9.2 The educator must, unless excused by the principal, report for work promptly after their required appearance has terminated.

Sec 13.10 Parental and Family Leave. Parental and family leave shall be granted to all educators in accordance with the mandates of the federal Family and Medical Leave Act (FMLA) and/or the Oregon Family Leave Act (OFLA).

Sec 13.10.1 The District will post a copy of current federal and state family and parental leave laws on the District website.

Sec 13.10.2 Upon the exhaustion of accumulated sick leave the District will pay only the educator's medical and dental insurance premium during the remainder of the authorized parental leave.

Sec 13.11 Workers' Compensation. Educators will suffer no loss in pay or benefits as a result of workplace illnesses and injuries, including the first three (3) days absence not compensated by Workers' Compensation payments. If a Worker's Compensation claim is denied, the District may deduct the first three (3) days of absence from the educator's sick leave or pay if the educator has exhausted all sick leave.

After three (3) days, sick leave may be drawn on a pro-rata basis and added to Worker's Compensation benefits for an approved claim. The combined pay shall not exceed the educator's regular salary.

Sec 13.12 Paid Leave Oregon

Sec 13.12.1 In the event a member qualifies for benefits under Paid Leave Oregon, it shall be the right of the member to decide whether or not they will apply for PLO benefits.

Sec 13.12.2 Notwithstanding other provisions of this Agreement, members who qualify and apply for PLO benefits shall have the following options:

Sec 13.12.2.1 Receiving only PLO benefits without deduction from their sick leave;

Sec 13.12.2.2 Receiving PLO benefits plus sick leave pay for all or part of the period or absence, as selected by the member; or

Sec 13.12.2.3 Supplementing PLO benefits with sick leave pay up to the full salary for all or part of the period of absence as selected by the member.

Sec 13.12.3 Members seeking PLO benefits must, except in the event of an emergency or unexpected circumstances, provide the Employer with 30 days written notice. In the event the leave starts and the member has not yet received their PLO benefits, the member will inform the Employer if they wish to:

1. Use sick leave to fully or partially cover the period of absence, up to the amount of sick leave available at that time. Upon receipt of the PLO

benefits, sick leave payments received for any period of time ultimately paid by PLO benefits will be retained by the member;

2. Use sick leave to fully cover the period of absence, up to the amount of sick leave available at that time. Upon receipt of the PLO benefits, sick leave payments received for any period of time ultimately paid by PLO benefits will be repaid to the Employer, and the amount of sick leave represented by those payments will be restored to the member's balance; or

3. Be placed on leave without pay for the period of absence, without any deduction from accrued sick leave.

If the member fails to designate a choice under this subparagraph, the default will be option "1."

Sec 13.12.4 No member shall be disciplined in the event they are off work due to a PLO-qualifying event.

Sec 13.12.5 Members shall be returned to their position upon their return to work.

Sec 13.12.6 It is understood that all benefits and rights provided under the Agreement continue for members receiving PLO benefits in the same manner and extent as would apply if the member were working.

Unpaid Leaves

Sec 13.13 Temporary educators are not eligible for unpaid leave under this Article.

Sec 13.14 Unpaid leaves of two (2) days or less during any contract year shall result in a deduction from the educator's pay in the amount of 1/190th of the educator's regularly contracted salary for each day absent. Educators must notify their building principal or supervisor at least five (5) workdays in advance of the anticipated absence except in cases of emergency due to no fault of educator.

Sec 13.15 The parties will comply with state and federal family leave laws.

Sec 13.16 Extension of Parental/Family Leave. Extension of parental leave beyond state and federal requirements shall be at the sole discretion of the District. The educator will be given opportunity to present unusual circumstances in writing to the District for their review, evaluation and decision.

Sec 13.16.1 Should the District extend the parental leave, the District will accept from the educator, during this period, funds to pay the educator's insurance for dental and health coverage. These insurance premiums must be paid by the 15th day of the month preceding the last day of used sick leave, and by the 15th day of the month thereafter. The decision by the District whether or not to extend parental leave beyond twelve (12) weeks shall not be subject to the grievance procedure. If the educator's extension is denied the District will respond in writing stating the reasons for denial. A copy must be sent to the educator.

Sec 13.16.2 Extension of family leave beyond that provided by the state and federal family leave laws shall be at the discretion of the District and not subject to the grievance procedure. Upon granting an extension, the District will accept from the educator, funds to pay the educator's insurance for dental and health coverage. These insurance premiums must be paid by the 15th of the month.

Sec 13.17 Upon petition to the District by an educator for a long-term (e.g., longer than 2 work days per contract year) unpaid leave of absence the educator will be given an opportunity to meet with the Superintendent or the designee to present their reasons for requesting the leave. The Superintendent or the designee shall assess, evaluate, and establish conditions in terms of granting the leave and provide written notification to the educator. The decision of the Superintendent or the designee shall be final in these cases.

Sec 13.18 If unpaid leave is approved, the educator shall be allowed to return to the District at the end of the leave to the same or similar position held before the leave began, providing they hold the proper licensure for the position. Contractual benefits, including but not limited to salary placement, eligibility for fringe benefits, seniority, and any other accrued benefits shall be reinstated in a manner which reflects neither loss nor gain for the educator as a result of taking the leave.

Sec13.19 Sabbatical Leave. Once every seven years, educators have the opportunity to take an unpaid leave of absence for the duration of a year for rest, study or travel. No gain or loss of seniority will be accrued.

Sec 13.19.1 This sabbatical must be pre-arranged to give the District time to obtain suitable relief, with consent of both parties. Educators must inform the District by March 15 of their intent to return for the succeeding year. Educators taking this leave will be able to purchase insurance through the District at COBRA cost.

Sec 13.19.2 Notwithstanding the one (1) year leave limitation above, educators who obtain a teaching position through the United States Department of Defense will be permitted two (2) years of sabbatical leave.

Sec 13.20 Military Leave. This leave shall be in accordance with applicable Oregon and federal law.

Sec13.21 Leave of Absence for Peace Corps. This leave shall be in accordance with applicable Oregon and federal laws.

Sec 13.22 Search and Rescue. This leave shall be in accordance with applicable Oregon and federal law. (See ORS 652.250.)

Sec 13.23 Association Leave. The Association is allowed to allocate up to ten (10) days per year or twenty (20) half-day increments to members for Association business. The cost of the substitute will be paid by the Association. All Association leave requests shall be submitted by the Association executive board.

Article 14 – Reduction in Staff/Layoff and Recall

See 14.1 This layoff procedure shall apply to all layoffs and to all non-renewals or dismissals of probationary educators for other than performance related reasons.

Sec 14.2 If the District has formally considered a reduction in staff, it will notify the President of the Association within 15 days. Such notice shall be in writing indicating the programs, which may be affected and will be accompanied by a seniority list of all educators in the bargaining limit.

Sec 14.2.1 Seniority shall be computed based upon the first date of actual employment in a bargaining unit position. Seniority will be broken (forfeited) as a result of any resignation or termination.

Sec 14.2.2 If two educators are equal in District seniority, the tie will be broken by drawing lots. The established permanent seniority list will be updated yearly to reflect changes and will be distributed to staff.

Sec 14.3 Inasmuch as possible, normal attrition will be used. That is, educators who resign will not be replaced if there are qualified educators available in the District to meet the revised needs and requirements. "Qualified", for purposes of this Article, shall mean the educator's seniority, licensure and competence as defined in Section 14.6.

Sec 14.4 The District shall make every reasonable effort to transfer educators whose assignments are eliminated to other positions for which they are qualified.

Sec 14.5 Where existing members of the bargaining unit cannot be transferred to other positions for which they are qualified through every reasonable effort, the District shall lay off educators in the inverse order of seniority (least service/first released; longest service/last released). Retained educators must be licensed or otherwise authorized by law to teach or hold the position.

Sec 14.6 The District will determine the educators to be retained by means of the following criteria:

See 14.6.1 A determination of which educators hold the proper licensure to fill the remaining position(s);

See 14.6.2 A determination of the seniority of educators;

Sec 14.6.3 The District may retain a less senior educator, thereby laying off a more senior educator, only in the event that the less senior educator possesses more competence. The District shall bear the burden of proof of greater competence of less senior educators.

Sec 14.6.4 For the purpose of administering the term "competence", the parties define the word "recent" and the terms "grade level" and "educational attainment" as follows:

Sec 14.6.4.1 Recent: Having taught at a particular grade level within the past six years.

Sec 14.6.4.2 Grade Level: Each of the following grade level clusters shall be considered a "grade level": K-6, 6-12.

Sec 14.6.4.3 Educational Attainment: (1) an educator is licensed in a given subject or endorsement area at the time that a layoff is declared but has not met the recent teaching requirement, and/or (2) is willing to complete training and educational preparation equivalent to eight credit hours prior to the beginning of the new school year in order to qualify for retention. The specific credit hours must be approved by the District. Upon an educator's request or by the District's own initiative, the District will give due consideration to these provisions prior to making the determination to retain or lay off any educator.

Sec 14.6.5 The District and the Association shall form a committee with equal number of members to make a recommendation regarding the appropriate measurements of effectiveness and consideration of the inclusion of merit.

Sec 14.7 Laid off educators may at their option maintain membership in the group for insurance purposes at their own expense.

Sec 14.8 Any educator laid off under this Article shall have the right of recall for any position created or vacant for 27 months after the actual date of layoff. If a laid off educator is recalled and then laid off again, the 27 month recall starts over from the date of the most recent layoff.

Sec 14.9 An educator who is recalled shall retain the contract status and position of seniority obtained before the layoff under this Article. A probationary educator who is recalled shall have length of employment for the District count as if the employment had been continuing for purpose of obtaining contract status.

Sec 14.10 Educators shall be recalled in inverse order of layoff, subject again to the requirement that the educator be licensed.

Sec 14.11 Notice of an offer of recall shall be by certified mail to the educator's mailing address officially registered with the personnel office. Educators shall have the duty to keep the personnel office advised in writing at all times as to their correct mailing address and must register all changes in writing with the personnel office. A copy of the notice of offer of recall shall be mailed immediately to the Association. To accept an offer of recall, the educator must indicate acceptance within ten (10) calendar days of the notice of recall. The ten days begin on the date the educator signs the receipt of said recall offer or the District's receipt of notice of non-delivery. Failure to respond shall constitute a rejection of such offer. Rejection of an offer does not result in either removal from the list or change in relative seniority.

Sec 14.12 The District shall advise all affected educators of their recall rights in writing at the time of layoff under this Article.

Sec 14.13 Educators who have been reassigned to a subject or position they have not held in the past five years will be eligible for additional training at District expense.

Article 15 – Salary

Sec 15.1 The salary schedules for 2024-2025, 2025-2026, and 2026-2027 are attached to this Agreement as Appendix A, B & C and are incorporated by this reference. The 2024-

2025 salary schedule includes a restructuring of the schedule and a 5% increase over the 2023-2024 schedule. The 2025-2026 salary schedule includes a 4% increase over the 2024-2025 salary schedule. The July 1, 2026 salary schedule includes a 3% increase over the 2025-2026 salary schedule.

Sec 15.1.1 Special Education Staff who are funded under PBAM-ODE designated funding code for Special Educators qualify for an annual stipend of $4,500. This stipend shall be prorated based on the staff member's FTE, and shall be paid in equal installments in each payperiod.

Sec 15.2 Initial Placement: Licensed Staff Members (excluding Career and Technical Education Members - see Sec 15.2.1) - New hires shall be given credit on the salary schedule based on years of licensed experience requiring TSPC issued license or other professional licensure (e.g., Speech Language Pathologist).

Sec 15.2.1 Career and Technical Education Members - CTE certification shall qualify a teacher for placement in Column I at the step equal to years of work experience in the discipline for which the CTE teacher was hired. CTE teachers with prior teaching experience will also receive step credit for each year of teaching experience, provided that no more than one year's credit will be given for any year.

Sec 15.2.2 The Superintendent may allot new hires up to three (3) additional vertical placement steps if they are hired for positions identified in the most recent U.S. Department of Education's Teacher Shortage Areas report for the state of Oregon. The Association must be notified of such allotments within one week of date of hire.

Sec 15.3 Educators asked by an administrator to take on another member's workload (in addition to their current workload) should someone be absent, transferred, or a position becomes open, will be compensated according to the number of hours worked for such member at Step 8, Column 3.

Sec 15.4 The educator portion of the PERS/OPSRP contribution will be deducted from the educator's salary and forwarded by the District to PERS.

Sec 15.5 Educators who have a current, active National Board, ASHA, or other national certification that applies to their position shall receive an annual stipend equal to 3% of base salary.

Sec 15.6 Horizontal movement: Licensed staff members (excluding Career and Technical Education Members -see Sec 15.6.4) -horizontal movement shall be available to those licensed staff members who have completed sufficient quarter hours of training subsequent to the Bachelor's Degree (and TSPC certification) as indicated on the adopted salary schedule and as long as the following conditions are met:

Sec 15.6.1 The training is taken through an accredited college or university.

Sec 15.6.2 Credits earned for horizontal movement on the salary schedule must match one of the following criteria. Prior approval for horizontal advancement must be secured from the District for courses designated 300 and lower. Approval will

not be unreasonably denied, and upon request the reasons for the denial will be provided in writing.

Criteria

1. Course work taken as part of a Professional Development Plan.

2. Course work in advance degree or fifth year, and/or licensure program requirements.

3. College credit courses related to the educator's teaching assignment.

4. District-approved in-service courses or workshops.

Sec 15.6.3 Certified staff may use "In-District" credits to advance on the salary schedule. Following are the guidelines for earning said credits:

1. Workshop or training must be directly related to the educator's current assignment.

2. The educator may not obtain "In-District" and college credit for the same class.

   a. 1 In-District Unit = 1 hour of workshops/trainings

   b. 20 In-District Units = 1 Quarter Hour Applied to the Salary Schedule Horizontal Movement.

3. Approval must be obtained from the building principal to receive "In-District" credit for any course, workshops, conferences, etc.

4. Upon completion of the course, workshop, etc., there mut be proof of completion indicating clock hours. (Ex: agenda, completion certificate, registration)

5. The educator is responsible for gathering and submitting all information to human resources.

Sec 15.6.4 Official notification of credits earned must be from the college or university in the form of an official transcript or grade slip. A change in degree status must have an official transcript or a copy of the degree. These must be on file in the District administration office prior to November 1 if the credit is to apply to a salary change for that school year.

Sec 15.6.5 Career and Technical Education (CTE) Members. CTE teachers will receive credit for movement to the next column based on college coursework, or for approved, documented training relevant to their discipline and included as part of a Professional Development Plan. Credit for training will be at the rate of 1 credit hour for each 8 hours of training.

Sec 15.6.6 When making a horizontal move from column III to IV, the teacher shall be placed on the step equating to their years of service. This may result in the teacher gaining more than one step in that year.

Sec 15.7 All bargaining unit members shall be admitted to all school-sponsored activities at no charge. The staff identification badge shall serve as the admissions pass. Admittance to school sponsored activities shall be a part of the official compensation package.

Sec 15.8 The District shall permit members who live in the District to enroll their children in the school to which the educator is assigned. The educator shall be responsible for transportation of their children.

Sec 15.9 In the event the District believes that it has overpaid an educator, it will first send a written notice to the educator advising the educator of the amount of the error, the reason for the error, and a suggested repayment schedule. A copy of the notice will be provided to the Union. The suggested repayment schedule shall not require a repayment of more than $200 per paycheck. The educator will be given three options:

1. Accept the proposed repayment schedule;
2. Propose an alternative repayment schedule; or
3. Reject the repayment schedule.

In the event the parties are unable to agree to a repayment plan, nothing in this Agreement prevents the District from seeking a repayment order from the County Circuit Court.

Sec 15.10 New hires paid in August shall be paid by physical check.

Article 16 – Extended Contracts

Sec 16.1 If the applicable program or service is to be provided, extended contracts may be offered for the following positions.

Consumer and Family Science
School Counselors
Media Specialists
High School Department Heads
Middle School Department Heads
High School Activities Director
High School Head Guidance Counselor
High School Athletic Director
Educators in charge of school businesses
Middle and High School Counselors
Nurses
CYRC Head Teacher
Other educators as approved (Article 16.6)

Sec 16.2 A minimum of five days may be assigned for an extended contract position, excluding middle school positions, as listed in Sec.16.1. There shall be allocated twenty (20) days each year to be divided equitably among assigned department heads at the middle school level. Before changing the number of days other than the five days minimum of a previous extended contract, the District will confer with the assigned educator and the

Association as to whether the changed number of days is warranted. The building administrator will submit a request to the Superintendent for additional days as needed.

Sec 16.3 The District may contract yearly for additional days beyond the minimum with the approval of the assigned educator and the Association. Acceptance of department head assignments is voluntary.

Sec 16.4 Extended contract days may be established either at the end of a school year or at the beginning of a school year by the District.

Sec 16.5 In all cases of extended contracts the building principal, with the approval of the Superintendent, may convert any one day or days to an hourly segment of any day in the contract period.

Sec 16.6 An educator may request an extended contract based upon the requirements of completing additional work beyond the educator's basic job description.

Sec 16.7 The day shall be equivalent to eight hours for extended contracts.

Sec 16.8 The pay rate for extended contracts shall be 1/190th of the educator's base pay.

Sec 16.9 A list of all extended contract positions and the number of days for each position shall be reported to the Association President by October 15. Any additions or deletions after that date shall be reported to the Association President within five (5) days.

Article 17 – Extra Pay Conditions

Sec 17.1 The extra pay salary schedule is attached to this Agreement as Appendix D and is incorporated by this reference. If the duties of a position contained in Appendix D are performed, the individual(s) hired to perform the work shall be paid the rates contained in Appendix D.

Sec 17.2 Vacant extra pay positions shall be posted in accordance with Sec 9.2 of this Agreement. Bargaining unit members will be given first consideration. If the position goes unfilled then the building principal will select a qualified person to fill the extra pay position as a temporary position.

Sec 17.3 The salary placement of any new extra pay positions shall be negotiated with the Association.

Sec 17.4 Extra pay of Athletics and Activities as listed shall apply only to bargaining unit members. This in no way restricts the District from securing the services of other persons not covered by this Agreement for the performance of these duties; however, compensation for non-bargaining unit members cannot exceed the levels provided in Appendix D.

Sec 17.5 For purposes of placement of coaches on the Extra Pay schedule the following conditions apply:

Sec 17.5.1 Years of experience as a volunteer in the compensated activity shall be accepted;

Sec 17.5.2 Years of experience in the compensated activity with another employer shall be accepted;

Sec 17.5.3 In the event a Head Coach moves to an Assistant Coach in the compensated activity, years of experience as Head Coach shall be applied to arrive at placement on the Assistant Coach salary scale.

Sec 17.6 A minimum of one evaluation for the extra duty assignment shall be completed every year by the Athletic Director or the Principal. Forms will be provided by the District. If, in the District's judgment, a written program of assistance for improvement (plan for improvement) is needed, then one will be established, discussed with the coach and implemented.

Sec 17.7 A list of all extra pay positions and their salaries shall be reported to the Association President by October 15. Any subsequent additions or deletions shall be reported to the Association President within 5 days.

Sec 17.8 If a high school athletic team's season is extended due to participation in the playoffs or state competition, the participating coaches of that team will receive an additional payment of 7% of the stipend for each week the team is in the playoffs. High School Band or Vocal Instructors shall receive a one-time payment equal to seven percent (7%) of their stipend for participation in and attendance at OSAA State Competition(s).

Sec 17.9 Educators will not be asked nor required to perform janitorial work.

Article 18 – Base Hourly Per Diem Rate

Sec 18.1 Base hourly per diem rate will be paid for District-approved curriculum work, material selection, and staff development. The hourly rate is determined by dividing step 1 of Column IV on the salary schedule by one hundred ninety (190) then dividing by eight (8).

Sec 18.2 Educators who perform tutoring services will be paid at the educator's hourly rate, determined by dividing their individual's annual salary by one hundred ninety (190) then dividing by eight (8)

Sec 18.3 Educators will receive up to eight (8) paid hours to unpack, explore, and incorporate new curriculum into their lesson plans for each new curriculum adoption. Educators will request these hours when meeting with their administrator to discuss how they want to use this time.

Article 19 – Emergency School Closure

Sec 19.1 Temporary school closure may be forced by emergency conditions such as, but not limited to, inclement weather conditions, fire, flood, explosion, failure of heating plant, water supply, electrical service, sewer service, lack of essential energy supply for building use, inability to transport students to and from school, Act of God, or declaration of a state, regional emergency or national emergency, or an emergency declared by the District. The Superintendent or designee will declare closure.

Sec 19.2 The educators covered in this Agreement are not to report to work when a school closure occurs as set forth in Sec. 19.1. The District agrees to pay educators covered by this

agreement for any day of closure when students are not required to attend. In consideration of that payment, the Association and educators agree to make up any such lost days without additional pay not to exceed the total number of contractual days. Such make up days may be non-student days for preparation, training or planning.

Article 20 – Insurance

Sec 20.1 The District will contribute up to the following amount toward the full step rate premium per month, per educator, towards the cost of OEBB offered plans selected by the Association effective October 1 of each year:

	2024-2027
Educator Only:	$685
Educator Plus Spouse:	$1,443
Educator Plus Children:	$1,271
Family:	$2,033

Disability insurance will be provided with the educator paying the full premium. Any supplementary or "add-on" insurance coverage will be at the expense of the member and shall be paid for via payroll deduction.

Sec 20.1.1 The District insurance premium contribution amount will not increase during a status quo period.

Sec 20.1.2 Educators who select an OEBB High Deductible Health Plan shall receive a monthly District contribution into a Health Savings Account (HSA.) equal to the maximum annual employer contribution permitted by law divided by the number of paychecks the educator receives. It is understood that the maximum annual employer contribution is based on the educator's enrollment status of either Self-Only or Family. Except as provided in Sec. 20.1.2.1, the District's HSA contribution will be the lesser of the maximum amount provided by law, or the difference between the monthly premiums for OEBB plans selected by the educator and the District's cap amount above the premiums for the OEBB plans selected by the educator. The District will not contribute toward catch-up contributions.

Sec 20.1.2.1 Contributions to an HSA will be subject to the maximums allowable under the law. In no case shall the District be obligated to pay any additional contributions into a HSA or any other additional compensation beyond the employer HSA maximum contribution allowed under the law.

Sec 20.2 Oregon Educators Benefits Board (OEBB) will be the exclusive provider of medical insurance benefits, effective October 1, 2010.

Sec 20.3 Married couples or domestic partners within the bargaining unit who are both educators of the District shall designate which educator shall be the primary insured. Upon such designation the non-primary educator shall be insured as a dependent on the primary insured's policy, and the District shall no longer provide individual insurance benefits for the identified dependent. Married couples or domestic partners within the bargaining unit

who are both educators of the District may choose either the option defined in 20.3.1 or the option defined in 20.3.2.

Sec 20.3.1 The District will make an annual contribution, in the name of the dependent educator, to a qualified IRS Section 125 medical benefit account. The amount of the contribution will be equal to the maximum potential out-of-pocket cost for which the dependent may be liable under the primary insured's policy. The dependent may draw on this account as reimbursement for any qualifying medical expenses during the year. At the end of the year any unspent funds remaining in the medical account will revert to the District.

Sec 20.3.2 Subject to the rules and regulations of the insurance carrier, OEBB, and the IRS, active educators who maintain and provide proof of another medical benefit plan may opt-out of District sponsored health insurance coverage.

Educators who opt-out of health insurance coverage, and who are otherwise eligible for a District contribution towards insurance premiums, will receive a monthly stipend included in their paychecks in the amounts equal to 27.5% of the family insurance contribution in Sec 20.1, less any imposed surcharges.

Sec 20.4 Bargaining unit members not covered by 20.3 above may opt out pursuant to 20.3.2 above.

Sec 20.5 For those educators who work the 190-day contract, as defined in this Agreement, twelve (12) continuous months of benefits will be provided. New educators shall have their benefits start on the first contract day pursuant to carrier rules and regulations.

Sec 20.6 If an educator's employment is terminated prior to the end of the school year, the District's payment of premiums shall cease as of the last day of the month the educator is employed.

Sec 20.7 In the event an educator wishes to take an early retirement between ages 62-65, inclusive, and is not eligible for the plan outlined in Article 22 of this Agreement, said educator may at the time of retirement elect to remain in the District group insurance plan provided the educator shall reimburse the District for full amount of premiums. This provision is subject to the insurance carrier's approval and is subject to changes in retirement laws.

Sec 20.8 For the term of this Agreement the District shall offer an IRS Section 125 plan.

Sec 20.9 The District acknowledges the Affordable Care Act as it relates to temporary educators.

Article 21 – Educational Development and Improvement

Sec 21.1 Subject to the limitations in the remainder of this Article, the District reimbursement will not exceed the rate charged by Portland State University or the Division of Continuing Education. If an educator does not use all the money allocated, the money available for that educator's tuition reimbursement may be accumulated up to an amount equivalent to 16 hours tuition payable in any given year.

Sec 21.1.1 Educators in their first two (2) years of employment in the District and who are initially placed at step three (3) or below will accrue six (6) hours tuition per year.

Sec 21.1.2 Educators with three or more years of employment in the District or who are initially placed at step four (4) or above on the salary schedule will accrue four (4) hours tuition per year.

Sec 21.2 The District may either reimburse members or directly pay the college/testing company for the cost of courses, workshops, or tests described in Sec 21.4. Educators are required to submit proof of completion of such courses within ninety (90) days of the posting of final grades or forfeit the prepaid amount.

Upon failure to provide proof of course completion or a grade report demonstrating a passing grade as described in this Article, the District shall deduct the total amount prepaid on the educator's behalf over the next three (3) payroll periods in equal amounts. This provision can only be waived if the student furnishes documentation from the college indicating the college is the cause of the delay.

Sec 21.3 It is the responsibility of the educator to see that evidence of satisfactory course completion (as evidenced by a transcript with grade of "C" or better, including a "Pass" option; grade slip; or college website printout) and/or test results are submitted to the personnel office within 90 days of satisfactory completion.

Sec 21.4 Educators may request District funding for enrollment in course, workshops, and tests. The course, workshop, or test must meet one of the following criteria or be approved by the educator's principal. Educators may but will not be encouraged to use tuition reimbursement for District initiatives.

Criteria

1. Course work taken as part of a Professional Development Plan.
2. Course work in advance degree or fifth year, and/or licensure program requirements.
3. College credit courses related to the educator's assignment.
4. District approved in-service courses or workshops.
5. Required test for certification or required licensure with passing score.

Sec 21.5 The District shall allocate $90,000 per fiscal year for tuition reimbursement. The District will notify the Association any time the unallocated fund balance reaches five percent (5%) of the amount allocated.

Sec. 21.6 Effective January 1, 2019, members shall be paid for pre-approved District initiated educational meetings, trainings, conferences, workshops, observations or events of a similar nature held outside of the contract year, at the rate described in Article 18.1, up to eight (8) hours of attendance per calendar day. Compensation shall not be paid for educator directed or initiated educational meetings, trainings, conferences, workshops,

observations, or events such as college course work that happens to align with a district initiative. Compensation paid under this section shall not be deducted from the reimbursement fund detailed in Section 21.5

Article 22 – Early Retirement

Sec 22.1 Retiring educators hired prior to July 1, 1993, with a minimum of 17 years of service to the District are eligible for District-paid medical, vision and dental insurance for the retiree and spouse not to exceed $400 per month until the educator is eligible for Medicare. Benefits will continue for three months for the spouse after the demise of the educator providing the educator was still eligible for benefits at the time of death. The following additional requirements must be met:

Sec 22.1.1 The educator must be eligible for full PERS benefits with 30 years of service at age 55; or

Sec 22.1.2 Age 58 without regard for PERS benefit eligibility; or

Sec 22.1.3 District educators who are less than 55 years of age, but are otherwise eligible for full PERS benefits under Sec. 22.1.1 above, may retire at an earlier age if they choose. However, the benefit will be prorated so that the total will not exceed the amount they would have received under Sec. 22.1.1 above.

Sec 22.1.4 District educators who choose to retire between the ages of 55 and 58 with less than 30 years of service in PERS may retire earlier if they choose. However, the benefit will be prorated so that the total will not exceed the amount they would have received under Sec. 22.1.2 above.

Sec 22.2 All excess funds between the actual cost and the $400 per month cap shall be deposited into an Early Retirement Fund to help pay for those retiring after September 1, 1993. These dollars, while accounted for separately, shall be pooled with District-invested funds and receive pro-rated interest. The District will make no less than 12 equal monthly installments to this fund. All new hires after July 1, 1993 shall not be eligible for this program.

Article 23 – Teaching Methods and Techniques

Sec 23.1 The teaching process requires the use of methods, techniques, skills and approaches which are appropriate to the educational level of students and the subject matter or learning experiences to be taught. Teachers have a prerogative to select those methods, techniques, skills and approaches which are deemed best suited to circumstances and conditions set forth by the above-named factors.

Sec 23.2 The teacher has the right to employ those methods, techniques, skills and approaches designed to fit the appropriate subject matter and to meet the needs of the class and individual students.

Sec 23.3 The District retains the right to review said methods, techniques, skills and approaches. It also retains the right to call upon competent authorities who can evaluate the appropriate use and effectiveness of said methods, techniques, skills and approaches in question, if necessary.

Sec 23.4 In the event of a review, the teacher shall have the opportunity to present their views in a hearing held for this purpose before the District, and has the right to representation of their own choosing.

Sec 23.5 The District retains the right to establish the appropriate procedure under the law for the conduct of any such hearing(s). The decision of the District shall be final.

Article 24 – Textbook, Instructional Materials and Instructional Equipment Selection

Sec 24.1 School districts are charged with the responsibility under ORS 337.120 of adopting instructional materials which will be used in the District schools. The District recognizes the rights of teachers to examine, review, compare and evaluate instructional materials and will give careful and serious consideration to recommendations given to the District by teachers and school administrators in the selection of appropriate and sufficient textbooks and instructional materials as required under Oregon law. Further, teachers shall have the opportunity to make recommendations regarding other instructional materials and instructional equipment.

Article 25 – Educator Evaluation

Sec 25.1 Pursuant to Oregon Revised Statute 342.850, the District shall conduct evaluations of educators based on job descriptions and performance standards with the adopted evaluation policies.

Sec 25.2 Each year a committee representing an equal number of teachers assigned by SHEA and administrators designated by the Superintendent will review the current evaluation process from the Licensed Educators Evaluation and Growth System and suggest modifications if needed. The composition of the committee shall appropriately represent subjects and grade levels.

Sec 25.3 Adoption of changes or revisions shall be through acceptance from SHEA, the Superintendent, and the school Board. Changes will be implemented when the Teacher Evaluation and Professional Growth Handbook is revised and approved. This handbook will serve as an addendum to the current contract and shall become effective with the new evaluation cycle.

Sec 25.4 Where serious deficiencies are identified through the formal observation process and noted in writing in the evaluation documents, an educator may be placed on a program of assistance for improvement. A Program of Assistance for Improvement (PAI) will be developed by the evaluator in cooperation with the educator. A Program of Assistance for Improvement shall be in writing, in accordance with ORS 342.815 and shall consist of a minimum of 60 calendar days.

Sec 25.5 An educator may request to have an Association representative present during any meetings held with the evaluator or any other administrator regarding the Program of Assistance for Improvement.

Sec 25.6 While the components of a Program of Assistance for Improvement may be varied the following principles shall be contained in plans resulting from deficiencies noted in the evaluation documents:

a) The plan will identify the performance standards deemed deficient.

b) The plan will set forth a description of the expectations related to the deficiency(ies).

c) The plan will include a description of assistance and resources to be provided to the educator which may include but are not limited to mentoring, coursework, book studies, coaching, classroom visitations, etc.

d) The plan will identify monitoring procedures.

e) The plan will establish a completion date.

Sec 25.7 Successful programs of assistance for improvement shall not be placed in personnel files since they are for the specific purpose of improving instruction. Programs of assistance for improvement are not intended to be punitive in nature. Once a plan of assistance has been completed, the supervisor will place a note on the educator's final evaluation documenting the successful completion.

Article 26 – Educator Rights

Sec 26.1 The District shall not discipline, reprimand, suspend or reduce in compensation any educator without just cause. Just cause for the purpose of this Article is defined as:

Sec 26.1.1 The charges against the educator can be substantiated.

Sec 26.1.2 The punishment is to meet the infraction.

Sec 26.1.3 Discipline will be administered in an evenhanded manner.

Sec 26.1.4 The educator will be told the charges and given the information forming the basis for such action.

Sec 26.1.5 The educator will have the opportunity to respond to the charges.

Sec 26.1.6 The educator will have the opportunity to discuss the matter with their supervisor.

Sec 26.2 An educator has the right to representation at any stage of the grievance procedure and at any meeting or hearing which may be disciplinary in nature, before the District administration or school Board. The educator may represent themself and be represented by the Association.

Sec 26.3 Each educator will prepare a written outline of the evaluation system for determining student grades in accordance with District policy. Teachers will determine grades of students; grades may be changed only after first consulting with the teacher and approval of the Superintendent.

Sec 26.4 An educator may be given verbal direction, comment or reprimand by the administration for constructive, corrective purposes to prevent educator actions which, if not brought to the attention of the educator, could lead to a more serious infraction or problem.

Sec 26.5 Any educator has the right to review the contents of their personnel file during administration office hours and may file a written rebuttal to anything placed therein. Such rebuttal, once filed, shall be a permanent part of the personnel file as provided by ORS 342.850. Confidential letters of reference secured from sources outside the school system may be excluded from the materials available for the educator's inspection. An educator may request outdated material (more than three (3) years old) related to their performance in the District, excluding disciplinary materials, be removed from the personnel file. With concurrence of the Superintendent the material shall be removed.

Sec 26.5.1 For the purpose of assisting the educator or the Association in the prosecution or defense of any contractual, administrative, or legal proceedings, including but not limited to grievances and Fair Dismissal proceedings, the District shall allow the educator to acquire copies of their personnel file and any other files or records of the District which pertain to the educator or any issue in the proceeding in question. The District will be allowed to charge a reasonable fee for the preparation of requested material. A representative of the Association may accompany and assist the educator at any time or may be authorized by the educator to review such information.

Sec 26.6 Principals and/or supervisors may retain working files for educators they supervise. The parties agree material from a principal and/or supervisor's working file will be either transferred to an educator's personnel file or destroyed within twelve (12) months of the document being created.

Sec 26.7 Disciplinary measures relating to educators shall be made in private and not in front of students or other educators. However, if the case involves an educator responsible to a staff member who is their immediate superior, but not the principal, it may be made in front of another educator.

Sec 26.8 All information forming the basis for written disciplinary action will be made available to the educator and the designated representative at the educator's request.

Sec 26.9 Nothing in this Article shall be construed so as to apply to the dismissal of a contract or probationary teacher, or the non-renewal or termination of a probationary teacher, it being the intent of the parties that such matters are covered exclusively by the Fair Dismissal Law and are thus not part of this Agreement. Furthermore, nothing in this Article shall be construed so as to apply to the assignment to or retention of Extended Contracts and Extra Pay as listed elsewhere in this Agreement. The District and the Association agree that the dismissal or termination of the employment of a non-probationary educator not covered by the Fair Dismissal Law shall be subject to the just cause standard found in Sec 26.1 of this Article. Grievances filed in such circumstances shall be subject to the Grievance and Arbitration procedures found in Article 29 of this Agreement.

Sec 26.9.1 The District agrees to provide two weeks' advance notice to probationary educators of the intent to recommend non-renewal to the School Board. All such notices will be copied to the Association.

Sec 26.10 Health and Safety

Sec 26.10.1 The District will comply with ORS 339.327 regarding notification to educators of possible threats.

Sec 26.10.2 The District shall provide safe and healthful working conditions as provided by applicable laws. Alleged violations of this section are exempt from the grievance process of the Agreement and unfair labor practice procedures and must be pursued through the appropriate state or federal agency.

Sec 26.10.3 All educators shall be provided with a copy of the Building discipline codes, and the District's policy on student discipline will be posted on the District website. District and building discipline procedures shall be reviewed with educators annually.

Sec 26.10.4 The District shall provide in-service or training on discipline topics, including legal issues surrounding student discipline and methods for intervening in crisis situations. The District will also provide training for case managers and counselors regarding behavior plans under IDEA Section 504 and when information may be shared with staff.

Sec 26.10.5 If an educator has been threatened and feels unsafe, they may access leave. Upon notification of the educator by the District of a threat, the educator shall also be notified of their right to access paid district leave for the remainder of the school day. The educator must notify the principal before taking leave and will be allowed to begin this leave no later than one (1) hour after giving notification. The District reserves the right to extend additional paid district leave to the educator; however, an educator may use their own paid leave if additional paid days are not granted. In either case, if this leave extends to 72 hours, the educator and a SHEA representative must meet with the administration to resolve any outstanding issues and concerns.

Sec 26.11 Student Discipline

Disruptive student behavior will not be allowed to hinder the progress of the class. When a student's behavior interferes with the classroom instruction or threatens the health, safety or welfare of the educator, other educators, or other students, the educator shall be authorized to send the student or students to the school's designated location. Upon request, a meeting will be held when a student is removed from class. Prior to returning to class, the student will display safe learning-ready behavior. Appropriate measures to deal with disruptive behavior, including both temporary and permanent removal from class, will be included in the policy handbook, student handbook, and teacher handbook in each building.

The District will ensure that all buildings have a 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, possible responses to student behaviors, structures of communication between educators and administrators regarding student behaviors, and ways staff could recognize positive student choices.

The parties recognize that the primary responsibility for student conduct rests with the classroom teacher, but the building plan shall list the kinds of support and how the teacher can access support from others, including building administrators, counselors, and District specialists, and including the steps that will be taken if a student threatens or harasses a teacher. In the exercise of their responsibility, members and building administrators shall observe the provisions of the handbooks in handling disciplinary problems in the classroom and will provide annual notification of the standards and procedures contained therein.

26.11.1 Administrative Support

A member who is assigned to teach or supervise a student may ask the building administrator(s) to discuss any disruptive situation involving that student and explain how the situation was handled and any ongoing developments.

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 forty-eight (48) hours.

The District will establish procedures for alerting teacher(s) whose name(s) appears on a targeted list threatening violence or harm to the district educator and when threats of violence or harm are made by a student or others.

The District shall assist the educator desirous of filing complaints with law enforcement agencies against any individual who physically, verbally, electronically, or telephonically abuses, intimidates, or interferes with a member performing their duties for the District.

26.11.2 Information Sharing

The District will seek to obtain from juvenile authorities 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. School officials will set up procedures so that this information 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.

Student 504 Plans, IEPs, disciplinary records and Behavior Plans, including behavioral goals and required behavioral modifications, will be made available to all teachers assigned to teach such students within thirty (30) days of the District having possession of those documents.

The District will attempt to obtain the files for students who transfer into the District schools as soon as possible. Each school will use the District records request form and will establish procedures to share relevant student information with members who are assigned to teach or supervise them.

Article 27 – Strikes and Lockouts

Sec 27.1 During the period of this Agreement, neither the Association, its officers, agents, nor any of the educators covered by this Agreement will engage in, encourage, sanction, support

or suggest any strikes, slow-downs, mass resignations, mass absenteeism, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions or compensation, or the rights, privileges or obligations of employment. Educators in the bargaining unit, while acting in the course of their employment with the District, shall not honor any picket line by the Association or its agents against the District, or any line established by any District educator organization or its agents or any organization attempting or claiming District educator representation against the District.

Sec 27.2 In the event any educator violates this Article, the Association shall immediately notify any such educator in writing to cease and desist from such action and shall instruct them to immediately return to their normal duties. Any or all educators who violate the provisions of this Article, directly or indirectly, may be disciplined, including discharge by the District. Such disciplinary action may be undertaken selectively at the option of the District and shall not preclude or restrict recourse to any other remedies, including any action for damages, which may be available to the District.

Sec 27.3 There will be no lockout of educators in the unit by the District as a consequence of any dispute arising during the period of this Agreement.

Sec 27.4 This provision shall not apply to disputes arising out of bargaining obligations under ORS 243.698 (Expedited Bargaining Process) or 243.702 (Renegotiation of Invalid Provisions.

Article 28 – Labor Relations Committee

Sec 28.1 The Superintendent with or without a designee such as Director of Personnel, and SHEA President with another SHEA officer may meet once each month as a means of establishing ongoing communications and sharing of mutual concerns and interests. The parties will meet for the purpose of discussing ongoing labor-management issues and reviewing and interpreting the contract as needed. It is expressly understood by the parties that the committee shall have no authority to negotiate terms and conditions of employment or modify or amend any provisions of this Agreement, nor shall it have authority to adjust grievances.

Article 29 – Grievance Procedures

Sec 29.1 DEFINITIONS

Sec 29.1.1 Grievance. A "grievance" is a claim by an educator, group of educators, or the Association based upon the interpretation, application or violation of this Agreement, affecting an educator or a group of educators. Grievances based on school Board policy or administrative decisions alleging inequities affecting working conditions shall be processed using this grievance procedure; the decision of the School Board on these grievances is final and binding.

Sec 29.1.2 Grievant. A "grievant" is the person or persons making the claim.

Sec 29.1.3 Party in Interest. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve this claim.

Sec 29.1.4 Days. "Days" shall mean educator work days, except as otherwise indicated.

Sec 29.1.5 Professional Rights and Responsibilities Committee. This is a term to be used interchangeably with the term Grievance Committee.

Sec 29.2 PURPOSE

Sec 29.2.1 The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems, which may from time to time arise affecting educators. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.

Sec 29.2.2 Any educator having a grievance may discuss the matter informally with any appropriate member of the administration. Any adjustment or resolution of the grievance must be consistent with the terms of this Agreement. The Association shall have been given the opportunity to be present for such adjustment or resolution and shall have been provided the opportunity to state its views.

Sec 29.3 PROCEDURE

Sec 29.3.1 Educators have the right to representation at each level of the grievance procedure. This representation will be an Association Representative of the educator's choice.

Sec 29.3.2 Time Limits. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement in writing. When a grievance is submitted on or after May 1, the time limits shall consist of all calendar days so that the matter may be resolved before the close of the school term or as soon as possible thereafter.

Sec 29.3.3 Failure at any step of this procedure to communicate the decision on a grievance within the specified lime limit shall be construed as a denial and permit the lodging of an appeal at the next step of the procedure.

Sec 29.3.4 Any grievance not advanced from one step to the next within the time limits of that step shall be deemed resolved by the answer at the previous step and therefore dropped.

Sec 29.3.5 Year-End Grievances. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the Grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

Sec 29.3.6 Level One - Principal or Immediate Superior. An educator with a grievance shall first provide notification or discuss it with their principal or immediate superior, either directly or with the Association's designated representative, with the objective of resolving the matter informally. This notification shall take place within ten (10)-working days of first knowledge of the incident or act creating the grievance. A written copy of the decision will be sent to the Superintendent, grievant, and the Professional Rights and Responsibilities Committee of the St. Helens Education Association. If the grievance remains unresolved following the informal meeting with the principal the grievance may be presented in writing to the principal within five (5) days of the informal meeting. The principal will respond to the grievant in writing within five (5) days of the receipt of the written grievance, setting forth the disposition of the grievance at that level. A written copy of the decision will be sent to the Superintendent, grievant, and the Professional Rights and Responsibilities Committee of the St. Helens Education Association.

Sec 29.3.7 Level Two - Superintendent

Sec 29.3.7.1 If the grievant is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered, they may file the grievance in writing with the Superintendent or the designee within five (5) days after the written filing at Level One.

Sec 29.3.7.2 Within ten (10) working days after receipt of the written grievance by the Superintendent or designee, they will meet with the grievant and a representative of the Association in an effort to resolve the grievance. They will respond to the grievant in writing within five (5) days of the meeting at Level Two, setting forth the disposition of the grievance at that level. A written copy will be sent to the Professional Rights and Responsibilities Committee of the Association.

Sec 29.3.8 Level Three - School Board

Sec 29.3.8.1 If the grievant is not satisfied with the disposition of the grievance at Level Two or if no decision has been rendered, they may appeal the grievance to the school Board through the Superintendent within ten (10) days after the meeting with the Superintendent at Level Two.

Sec 29.3.8.2 Within five (5) working days of receipt of the appeal to Level Three the Superintendent of Schools shall forward the grievance along with all related papers to the school Board.

Sec 29.3.8.3 Within ten working days after receipt of the written grievance by the school Board, or by the next Board meeting, the Board shall then hold a hearing with the grievant and witnesses and render a decision in writing within five (5) days after the conclusion of the hearing.

Sec 29.3.8.4 A copy of the school Board's decision shall be sent to the Superintendent, grievant, Professional Rights and Responsibilities Committee of the Association and the immediate superior.

Sec 29.3.9 Level Four - Arbitration

Sec 29.3.9.1 If the grievant is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within five (5) working days of school Board hearing, they may, within five to fifteen (5-15) days after the school Board hearing, request in writing that the Association submit the grievance to arbitration. If the Association determines that the grievance involves the interpretation, meaning or application of any of the provisions of this Agreement, it may, by written notice to the Superintendent within 15 working days after receipt of the request from the grievant submit the grievance to binding arbitration. If any question arises as to whether a particular dispute involves the interpretation, meaning or application of any of the provisions of this Agreement, such question will first be ruled upon by the arbitrator selected to hear the dispute. In the event that a case is appealed to an arbitrator on which they has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

Except as otherwise expressly provided in this Agreement, the arbitration will be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association in effect at the time.

Sec 29.3.9.2 Within ten (10) working days after such written notice of submission to arbitration, the Superintendent and the Association will attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the 10-day period, a request for a list of five arbitrators shall be made to the Employment Relations Board by either party. Upon receipt of the list of five arbitrators, both parties shall strike one name from the list until one name remains. The first one to strike a name shall be determined by a flip of a coin.

Sec 29.3.9.3 The arbitrator so selected will confer with the representatives of the school Board and the Association and hold hearings promptly and will issue their decision not later than 30 calendar days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements, briefs, and documentation are submitted to them. The arbitrator's decision will be in writing and will set forth their findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which modifies, the terms of this Agreement. The decision of the arbitrator will be submitted to the Board and the Association and will be final and binding upon the parties.

Sec 29.3.9.4 The costs for the services of the arbitrator, including per diem expenses, if any, and their travel and subsistence expenses and the cost of any hearing room will be borne equally by the Board and the Association. All other costs will be borne by the party incurring them.

Sec 29.4 RIGHTS OF EDUCATORS TO REPRESENTATION

Sec 29.4.1 Educator and Association. Any grievant may be represented at all stages of the grievance procedure by themselves and, at their option, by a representative selected or approved by the Association. The Association shall have the right to be present.

Sec 29.4.2 Reprisals. No reprisals of any kind shall be taken by the Board, Association or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

Sec 29.5 MISCELLANEOUS

Sec 29.5.1 Special Circumstances. If a grievance arises from action or inaction on the part of the administration at a level above the principal or immediate superior, the grievant will submit such grievance in writing to the Superintendent and the Association directly and the processing of such grievance will be commenced at Level Two.

Sec 29.5.2 Written Decisions. Decisions rendered at Level One which are unsatisfactory to the grievant and all decisions rendered at Level Two and Level Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association. Decisions rendered at Level Four shall be in accordance with the procedures set forth in 29.3.8.3 of this Article.

Sec 29.5.3 Separate Grievance File. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

Sec 29.5.4 Forms. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

Sec 29.5.5 The grievant will be required to exhaust the grievance procedure set forth in this Article before seeking alternative remedies provided that by doing so the grievant will not be deemed to have waived or otherwise prejudiced any constitutional, statutory or other legal rights.

Sec 29.5.6 It is agreed by the Association and the District any grievance regarding Article 8, Nondiscrimination, shall only be processed through Level Three - School Board. If the grievance is not resolved to the complainant's satisfaction, the complainant may choose to pursue resolution by any claim, suit or charge filed with any state or federal agency or court.

Article 30 – Complaint Procedure

Sec 30.1 Definition: A complaint is defined as any criticism of the conduct or performance of a bargaining unit educator.

Sec 30.2 Any person who has a complaint about the actions of an educator shall be encouraged (but will not be required) by the administration to make arrangements to discuss the problem with the educator. The purpose of this step is to make the educator aware of the problem and for the parties to make an effort to reach a mutually acceptable solution.

Sec 30.3 Informal Complaint: Either party may request a mediated discussion prior to the complaint being reduced to writing. The District will arrange for a mutually agreeable third party to assist the parties in reaching an acceptable solution.

Sec 30.4 Written Complaints: If settlement of an issue is not achieved and the complainant wishes to pursue the matter further, the complaint will be reduced to writing and signed by the complainant. Complainants will be identified except as may otherwise be required by law. If the complaint is deemed serious enough to be reduced to writing, the following procedures will apply.

Sec 30.4.1 Level I: The building principal or Superintendent or their designee shall meet with the educator (subject of the complaint) within ten (10) workdays of receipt of the written complaint to discuss the complaint and attempt to resolve the matter to the satisfaction of all parties. A written copy of the complaint shall be made available to the educator at least 24 hours prior to the meeting. The educator will be allowed to present a response to the allegations contained in the complaint.

The educator agrees not to discuss the matter with the complainant prior to the resolution or retaliate in any way.

Sec 30.4.2 The administrator shall advise the member of the progress of the complaint within fifteen (15) workdays of the initial meeting including whether any disciplinary action will be forthcoming.

Sec 30.4.3 Level II: If the complaint is not resolved at Level I, then the educator shall have the right to request a meeting with the complainant and hear the complaint directly. The administrator/supervisor shall attempt to resolve the matter to the satisfaction of all parties.

Sec 30.4. The administrator shall advise the member of the progress of the complaint within fifteen (15) workdays of the initial meeting (Level I, above) including whether any disciplinary action will be forthcoming.

Sec 30.5 Oral Complaints: Complaints that are not made in writing to the administrator may be reduced to writing by the administrator. Such complaints, once reduced to writing by the administrator, shall satisfy the requirements of this Article so long as the complainant is identified (except as may be required by law), and the complaint is signed by either the administrator or the original complainant. Once an administrator reduces a complaint to writing, it becomes a written complaint as defined in 30.1 and processed under Sec 30.4.

Sec 30.6 A record of the complaint and any recommendations for improvement shall be placed in the personnel file of the educator only after the above procedure has been followed. A record of the complaint shall not be placed in the personnel file of the educator if the complaint is found to be without merit.

Sec 30.7 Educator Statement: An educator may attach a written statement to any material placed in their personnel file under the provisions of this Article.

Sec 30.8 Any complaint which the administrator or supervisor chooses not to discuss with the educator or which is not discussed within the required time shall not be considered in the educator's evaluation, shall not be used against the educator in any subsequent action by the District, nor shall any record be kept in the educator's Personnel file.

Sec 30.9 The educator has the right to representation at all levels of the Complaint Procedure.

Sec 30.10 The procedures set forth in this Article shall apply in so much as they do not interfere with any investigative action by law enforcement.

Article 31 – Re-employment of Retired Educators

Sec 31.1 Mid-year Retirees

Sec 31.1 Bargaining Unit members who retire under PERS/OPSRP mid-year and who are subsequently employed to complete their assignment will continue to be members of the bargaining unit until the end of the school year.

Sec 31.1.2 Bargaining unit members shall give ninety (90) days' notice of intent to retire to the District in order to be eligible for rehire. The District is not obligated to re-employ mid-year retired educators and has the sole discretion over hiring decisions. The District shall advise, upon request, potential mid-year retirees as to whether or not they will be rehired for the remainder of the school year. Should the educator choose to retire following consultation with the District, they shall give the District a sixty (60) day notice.

Sec 31.1.3 Mid-year retirees shall not have any expectation of rehire beyond the end of the school year in which they retire. The termination of this limited duration assignment shall not be considered discipline or dismissal, and shall not grant the educator rights under Article 14-Reduction in Staff/Layoff and Recall.

Sec 31.1.4 Mid-year retired educators shall have the benefit of the provisions of this agreement except as follows:

Sec 31.1.4.1 Discretionary Leave. Retirees will be eligible to use any remaining discretionary leave.

Sec 31.1.4.2 Sick Leave. Retirees will be eligible to use any remaining annual sick leave days earned in the year of retirement. These eligible days will be deducted from the total number of days reported to PERS.

Sec 31.1.4.3 Insurance benefits shall be provided as per Article 20. Qualifying educators shall receive the benefits of Article 22 upon completion of service with the District.

Sec 31.1.4.4 For the entire period during which they are re-employed by the District, retirees will work no more than what is permitted by law. Retirees will

be required to keep accurate records of hours worked and submit said record to payroll monthly.

Sec 31.2 Long-Term Retirees: Provided that there is no statutory annual hour limitation on retiree employment, retirees who retire under ORS 238.082 may seek continued employment, subject to the following:

Sec 31.2.1 Bargaining Unit members who retire under PERS/OPSRP and who are subsequently employed in a bargaining unit position will continue to be members of the bargaining unit.

Sec 31.2.2 Bargaining unit members shall give ninety (90) days' notice of intent to retire to the District in order to be eligible for rehire. The District is not obligated to re-employ retired educators and has the sole discretion over hiring decisions. The District shall advise, upon request, potential retirees as to whether or not they will be rehired. Should the educator choose to retire following consultation with the District, they shall give the District a sixty (60) day notice.

Sec 31.2.3 Retirees hired under this Section shall serve a three (3) year probationary period, but shall retain the seniority date held immediately prior to retirement.

Sec 31.2.4 The retiree shall be placed on the salary schedule at the place they would have been placed had they not retired.

Sec 31.2.5 Retirees who are rehired under this Section will have their sick leave credits re-set to zero (0). Sick leave will accrue thereafter in the same manner as other bargaining unit educators. At the time the retiree finally separates from employment with the District, accrued sick leave benefits shall be forfeited.

Sec 31.2.6 Except as otherwise provided in this Section, the retiree shall be entitled to all rights and benefits under this Agreement.

Sec 31.2.7 The District will provide the Association with written notice of the re-employment of a long-term retiree.

Article 32 – Funding

Sec 32.1 The district recognizes that its financial health is directly correlated to its ability to fund the collective bargaining agreement and the educator's compensation package. It is important for there to be on-going conversations regarding the District financial status so that representatives of the Union have information as it develops rather than waiting until a crisis occurs. To that end, the district will provide a monthly cash flow statement for the district's general fund to the Association President.

Sec 32.2 If the District is considering a reduction of the educator work year, the Administration will notify the Union a minimum of thirty (30) calendar days prior to the recommendation to the School Board. During this period of time, the Union can request a meeting with the Administration to discuss the recommendation and other potential options.

Sec 32.3 If the District closes its schools because of lack of funds, no member of the bargaining unit shall be entitled to any of the monetary benefits provided in this Agreement while the schools are closed except as otherwise required by law or statute.

Appendix A: 2024-2025 Salary Schedule (Restructure, 5% increase)

Step	I	II	III	IV	V
	BA	BA+30	BA+45	BA+75 / Masters	BA+105 / Masters+30
1	$ 60,983	$ 62,813	$ 63,360	$ 66,412	$ 70,009
2	$ 60,983	$ 62,813	$ 63,360	$ 66,412	$ 70,009
3	$ 60,983	$ 62,813	$ 63,360	$ 66,412	$ 70,009
4	$ 60,983	$ 62,813	$ 63,360	$ 66,412	$ 70,009
5	$ 60,983	$ 62,813	$ 63,360	$ 66,412	$ 70,009
6	$ 60,983	$ 62,813	$ 63,360	$ 66,412	$ 70,009
7	$ 62,864	$ 64,921	$ 65,802	$ 69,581	$ 74,770
8	$ 64,745	$ 66,886	$ 67,837	$ 71,816	$ 77,363
9	$ 66,626	$ 68,852	$ 69,872	$ 74,051	$ 79,956
10	$ 68,506	$ 70,818	$ 71,908	$ 76,286	$ 82,548
11	$ 70,387	$ 72,783	$ 73,943	$ 78,521	$ 85,141
12	$ 70,387	$ 72,783	$ 75,979	$ 80,756	$ 87,734
13	$ 70,387	$ 72,783	$ 75,979	$ 82,991	$ 90,327
14	$ 70,387	$ 72,783	$ 75,979	$ 85,226	$ 92,919
15	$ 70,387	$ 72,783	$ 75,979	$ 87,461	$ 95,512
16	$ 70,387	$ 72,783	$ 75,979	$ 89,696	$ 98,105
17	$ 70,387	$ 72,783	$ 75,979	$ 89,696	$ 98,105
18	$ 70,387	$ 72,783	$ 75,979	$ 89,696	$ 98,105
19	$ 70,387	$ 72,783	$ 75,979	$ 89,696	$ 98,105
20	$ 73,555	$ 76,059	$ 79,398	$ 93,732	$ 102,520

Appendix B: 2025-2026 Salary Schedule (4% increase)

Step	I	II	III	IV	V
	BA	BA+30	BA+45	BA+75 / Masters	BA+105 / Masters+30
1	$ 63,422	$ 65,325	$ 65,894	$ 69,069	$ 72,810
2	$ 63,422	$ 65,325	$ 65,894	$ 69,069	$ 72,810
3	$ 63,422	$ 65,325	$ 65,894	$ 69,069	$ 72,810
4	$ 63,422	$ 65,325	$ 65,894	$ 69,069	$ 72,810
5	$ 63,422	$ 65,325	$ 65,894	$ 69,069	$ 72,810
6	$ 63,422	$ 65,325	$ 65,894	$ 69,069	$ 72,810
7	$ 65,379	$ 67,518	$ 68,434	$ 72,364	$ 77,761
8	$ 67,335	$ 69,561	$ 70,550	$ 74,689	$ 80,458
9	$ 69,291	$ 71,606	$ 72,667	$ 77,013	$ 83,154
10	$ 71,246	$ 73,651	$ 74,784	$ 79,337	$ 85,850
11	$ 73,202	$ 75,694	$ 76,901	$ 81,662	$ 88,547
12	$ 73,202	$ 75,694	$ 79,018	$ 83,986	$ 91,243
13	$ 73,202	$ 75,694	$ 79,018	$ 86,311	$ 93,940
14	$ 73,202	$ 75,694	$ 79,018	$ 88,635	$ 96,636
15	$ 73,202	$ 75,694	$ 79,018	$ 90,959	$ 99,332
16	$ 73,202	$ 75,694	$ 79,018	$ 93,284	$ 102,029
17	$ 73,202	$ 75,694	$ 79,018	$ 93,284	$ 102,029
18	$ 73,202	$ 75,694	$ 79,018	$ 93,284	$ 102,029
19	$ 73,202	$ 75,694	$ 79,018	$ 93,284	$ 102,029
20	$ 76,497	$ 79,101	$ 82,574	$ 97,481	$ 106,621

Appendix C: 2026-2027 Salary Schedule (3% increase)

Step	I	II	III	IV	V
	BA	BA+30	BA+45	BA+75 / Masters	BA+105 / Masters+30
1	$ 65,325	$ 67,285	$ 67,871	$ 71,141	$ 74,994
2	$ 65,325	$ 67,285	$ 67,871	$ 71,141	$ 74,994
3	$ 65,325	$ 67,285	$ 67,871	$ 71,141	$ 74,994
4	$ 65,325	$ 67,285	$ 67,871	$ 71,141	$ 74,994
5	$ 65,325	$ 67,285	$ 67,871	$ 71,141	$ 74,994
6	$ 65,325	$ 67,285	$ 67,871	$ 71,141	$ 74,994
7	$ 67,340	$ 69,543	$ 70,487	$ 74,535	$ 80,094
8	$ 69,355	$ 71,648	$ 72,667	$ 76,929	$ 82,871
9	$ 71,370	$ 73,754	$ 74,847	$ 79,323	$ 85,649
10	$ 73,384	$ 75,860	$ 77,028	$ 81,718	$ 88,425
11	$ 75,399	$ 77,965	$ 79,208	$ 84,112	$ 91,203
12	$ 75,399	$ 77,965	$ 81,389	$ 86,506	$ 93,981
13	$ 75,399	$ 77,965	$ 81,389	$ 88,900	$ 96,758
14	$ 75,399	$ 77,965	$ 81,389	$ 91,294	$ 99,535
15	$ 75,399	$ 77,965	$ 81,389	$ 93,688	$ 102,312
16	$ 75,399	$ 77,965	$ 81,389	$ 96,082	$ 105,090
17	$ 75,399	$ 77,965	$ 81,389	$ 96,082	$ 105,090
18	$ 75,399	$ 77,965	$ 81,389	$ 96,082	$ 105,090
19	$ 75,399	$ 77,965	$ 81,389	$ 96,082	$ 105,090
20	$ 78,792	$ 81,474	$ 85,051	$ 100,406	$ 109,819

Appendix D: Extra-Duty Salary Schedule Index – 2024-2027

Row	I	II	Ill	IV	The following percentages are multiplied by $51,579 (eff. 7/1/25: $53,642; eff. 7/1/26: $55,251) to arrive at a salary for each position.
	1-2 years' experience	3-4 years' experience	5-6 years' experience	7+ years' experience	
1	17.00%	18.00%	19.00%	20.00%	Athletic Director (if an Association member)
2	13.00%	14.00%	15.00%	16.00%	Head Football, Basketball, Wrestling, Track, Softball, Baseball, Volleyball
3	12.25%	13.25%	14.25%	15.25%	Head Cross Country, Swimming, Soccer, Golf, Tennis, Cheerleading (full year)
4	11.25%	12.25%	13.25%	14.25%	Band Instructor, High School Activities Director
5	9.50%	10.25%	11.00%	11.75%	Asst., JV, Frosh: Football, Basketball, Wrestling, Track, Softball, Baseball, Volleyball; Vocal Instruction
6	8.50%	9.25%	10.00%	10.75%	Asst., JV, Frosh; Soccer, Tennis, CC, Swimming, Golf; Publications
7	6.00%	6.50%	7.00%	7.50%	Advisors: VICA, FBLA, Thespians, Sports Medic (each of 3 seasons), Drama Coach [per play (non-musical)]
8	2.50%	3.00%	3.50%	4.00%	Asst. Drama (each play, to a max of 3 plays), Elementary Testing Coordinator, Mentor Teacher, Safety Committee
9	0.35%	0.35%	0.35%	0.35%	Saturday School (daily rate)
10	0.16%	0.16%	0.16%	0.16%	Dance Chaperone (each event), Scoreboard Operator
11	8.25%	8.50%	8.75%	9.00%	Middle School Athletic Director
12	7.00%	7.50%	8.00%	8.50%	Head Teacher, Second Language Coordinator, Drama Coach (for musical play), Robotics Advisor
13	5.25%	5.50%	5.75%	6.00%	Middle School Coaches: 7/8 Football, Cross Country, Wrestling, Track, Basketball, Volleyball
14	5.50%	6.00%	6.50%	7.00%	Middle School Yearbook, Cubs Corner
15	6.00%	6.00%	6.00%	6.00%	Event Manager (each of 2 seasons)
16	3.75%	4.25%	4.75%	5.25%	Elementary Vocal (per instructor that does performance), Middle School Vocal (per instructor that does performance), Asst. Band Director, Dance Team (each of 2 seasons), MS Band (per instructor that does performance)

Row	I	II	III	IV	The following percentages are multiplied by $51,579 (eff. 7/1/25: $53,642; eff. 7/1/26: $55,251) to arrive at a salary for each position.
	1-2 years' experience	3-4 years' experience	5-6 years' experience	7+ years' experience	
17	1.00%	1.50%	2.00%	2.50%	Middle School Department Head, Web Master, K-2 Vocal, PK-8 Guiding Coalition
18	2.00%	2.50%	3.00%	3.50%	Site Council Facilitator, High School Department Head, Math team leader, Literacy team leader, Photo, Building TAG Liaison, High School Guiding Coalition, National Honor Society
19	$226	$226	$226	$226	Outdoor School - per night
20	2.25%	2.75%	3.25%	3.75%	Middle School Clubs (pro-rated by term)

- Previous years of coaching experience in a sport from another District will be included in placement.
- Years of volunteer experience at appropriate level in a sport will be included in placement.
- Movement down from Head Coach to Asst Coach will not result in loss of placement on schedule. (i.e. a coach with seven years of Head Basketball coach experience moving to Asst. Basketball Coach will move to the 7+ year column on the Asst. Basketball pay line).

Confirmation of Agreement

This is to certify that the St. Helens Education Association, and the School Board of the St. Helens School District 502 have officially ratified this Agreement in accordance with required procedure of their respective organizations. All pre-existing agreements and understandings between the Association and the District are hereby declared null and void by the confirmation of this Agreement.

EXECUTED this 9th day of June 2021, at St. Helens, Oregon, by the undersigned officers by the authority of and on behalf of the St. Helens Education Association and the School Board of the St. Helens School District #502.

For the
ST. HELENS EDUCATION ASSOCIATION:

Keith Meeuwsen, President

Retired 6/1/24
David White, UniServ Consultant

For the
ST. HELENS SCHOOL DISTRICT NO. 502:

Scot Stockwell, Superintendent

Left District 6/30/2024
Jessica Seay, Business Manager

Committee Members:

Michelle Johnson

Leanna Klee

Tamera Lewno

Kerry Marshall

Noydena Williams

Board Members:

Melody Killens, School Board Chair

Ryan Scholl, School Board Vice Chair

Bill Amos, School Board Member

Trinity Monahan, School Board Member

Kellie Smith, School Board Member

(ALL SIGNATURES ARE ON FILE AT THE ST HELENS SCHOOL DISTRICT OFFICE)

Building Annual Contract Check List _____ (year)

Articles to review prior to students arriving or as reasonably close as possible; no later than October 31st.

_____ (school name) as a staff has completed the following training:

*Article 26.10.3 All educators shall be provided with a copy of the Building Discipline Code and the District's policy on student discipline will be posted on the District website. District and Building discipline procedures shall be reviewed with educators annually.

*Article 26.10.4 An annual in-service on discipline topics, including legal issues surrounding student discipline and methods for intervening in crisis situations. The District will also provide training for case managers and counselors regarding behavior plans under IDEA Section 504 and when information may be shared with staff.

SHEA Representative (print) _____ Building Principal (print) _____

SHEA Representative (sign) _____ Date _____ Building Principal (sign) _____ Date _____