

# Knappa School District No. 4 • Astoria, Oregon 97103

*The Knappa School District will Inspire all learners to Achieve academically and Thrive as independent and Productive citizens.*

## Board of Directors Regular Board Meeting

Wednesday, July 19, 2023

6:30 p.m.

6:25 p.m. Swear in Board Members-Will Isom and Brian Montgomery

1. **Call to Order** –Cullen Bangs

1.1 Flag Salute

2. **Consent Agenda- (Motion for approval needed)** .....2

2.1 Minutes from the June 21, 2023 Regular School Board Meeting

2.2 Personnel Update

2.3 KEA 2023-2026 Contract Approval

2.4 Builders Risk Policy

2.5 23-24 KEA MOU’s

3. **Communications and Hearing of Interested Parties**

*The Board welcomes visitors to our meetings, and values comments from district patrons that improve the quality of education for students. The Board, at their discretion, will recognize comments from the audience during discussion for agenda items. However, the Comments from Visitors section is intended for items that do not appear as an agenda item. We must require, however, that complaints be directed through the administration for resolution. Comments made during this session must be free of abusive language, personal attacks on district personnel, and not directed towards any department which, due to its low staffing, would amount to an attack by in affect naming district personal. We also ask that presentations be limited to (3) minutes.*

4. **New Business**

4.1 Elect Chair and Vice Chair for July 2023-June 2024- (nomination and motion needed)

4.2 NWRESA Visit- (Dan Goldman and Doug Dougherty) .....51

4.3 Alt-Ed Program- (Paul Isom discussion and motion needed) .....56

4.4 Surplus Items- (motion needed) ..... 64

4.5 Seismic Contract-(Fortis Construction-motion needed) .....67

5. **Bond Update-**

5.1 Design Development Documents-(Pivot/Fortis/Klosh) -(motion needed) ....74

5.2 Capital Projects Update- (information Only-Dr. Fritz) ..... 91

6. **Board Member Reports and Future Agenda Items**

**Next Meetings** • Wednesday, August 9, 2023 Board Work Session 6:30 p.m., Wednesday, August 23, 2023 Regular Board Meeting 6:30 p.m., Knappa High School Library.

Knappa School District No. 4 • Knappa, Oregon 97103  
 Board of Directors' Budget Hearing and Regular Meeting  
 Wednesday, June 21 · 5:45 PM  
 Google Meet joining info  
<https://meet.google.com/dda-eudr-cbe>  
 Or dial: (US) +1 786-886-2150 PIN: 105 370 633#

**5:45 p.m. Budget Hearing (Open to public comment)**  
 Board Meeting to follow.

**Present**

Cullen Bangs-Vice Chair  
 Will Isom-Director  
 Michelle Finn-Director  
 Christa Jasper-Director-Virtual

William Fritz-Superintendent  
 Diane Barendse-Business Manager  
 Tammy McMullen-HLE Principal  
 Laurel Smalley-KHS Principal  
 Jennifer Morgan-Board Secretary

**Absent**

Ed Johnson-Chair

**Call to Order-Cullen Bangs-5:54 p.m.**

A. Flag Salute

**1. Consent Agenda**

1.1 Minutes from the May 17, 2023 Regular Board Meeting and the May 31, 2023 Budget Committee Meeting.

1.2 Organization of the Knappa School District

1.3 23-24 Confidential Contracts

1.4 Personnel Update

1.5 Custody & Disbursement of School District Funds (ORS 328.441.)

The Superintendent recommends the following: Custodian of funds \$500,000; Superintendent \$500,000; Blanket for all others handling money \$500,000.

Designate Officers and Agents of Record. The Superintendent recommends the following for the 23/24 school year:

- a. Dr. William Fritz as Superintendent/Clerk;
- b. Diane Barendse as Custodian of Funds;
- c. Diane Barendse as Budget Officer;
- d. Diane Barendse as AHERA designated officer;
- e. Authorize the facsimile signature of the custodian of funds;
- f. Official Auditors for the school year [ORS 297.405, ORS 327.137 and ORS 328.465] Pauley Rogers and Company PC, recommended;
- g. Depository for school funds recommended local branch of Wells Fargo Bank, Umpqua Bank and State Investment Pool. [ORS328.441, 294.805 and 295.885];
- h. The Daily Astorian as the Newspaper of Record

- i. Brown & Brown Northwest Insurance Agency LLC as Insurance Agent of Record for PACE through OSBA.
- j. Approve all Federal and State Grant Applications for 2023-24

Isom, asked to move the Paul Isom principal contract as a separate voting item, due to conflict of interest.

Isom moved to approve the consent agenda without Paul Isom's principal contract, Finn seconded, moved to vote, Bangs, yes, Finn yes, Jasper yes, Isom yes, approved unanimously.

Finn moved to approve Paul Isom's principal contract, Bangs seconded moved to vote, Bangs yes, Finn yes, Jasper yes, Isom abstained, motion passes.

## 2. **Communications and Hearing of Interested Parties**

*The Board welcomes visitors to our meetings, and values comments from district patrons that improve the quality of education for students. The Board, at their discretion, will recognize comments from the audience. We must require, however, that complaints be directed through the administration for resolution. Comments made during this session must be free of abusive language, personal attacks on district personnel, and not directed towards any department which, due to its low staffing, would amount to an attack by in affect naming district personnel. We also ask that presentations be limited to (3) minutes.*

Nothing at this time.

### **Old Business**

**Bond Update-** (information only)-Dr. Fritz gave a brief update on the bond projects that are happening this summer. The seismic upgrade grant has been approved and that work will begin summer 2024, and Garland roofing starts at the high school in July. No discussion.

**Citizens Committee Update-** (information only)-The committee put a memo in the board packet for the boards review. Marc Gendleman will become the new chair next month when Brian Montgomery joins the school board. Bangs asked who appoints a new member, Fritz stated that is a committee of the board and they would appoint new member. No discussion.

**Superintendent Report-**Dr. Fritz reviewed his report with the board. He stated we held the ground breaking ceremony last week and honored Ed Johnson's 28 years of service to the district. No discussion.

### **New Business**

**Adopt the 23-24 School District Budget-** (motion needed)-Isom moved to adopt the budget and appropriations as presented, Finn seconded, moved to vote approved unanimously.

Isom moved to approve imposing the tax, Finn seconded, moved to vote approved unanimously.

Isom moved to approve the categorization of the tax, Finn seconded, moved to vote, approved unanimously.

**Professional Dress Code Policy-** (discussion only)-Fritz reviewed the sample staff dress code policy and AR that was included in the board packet. The administration has had several conversations<sub>3</sub> regarding dress code policy. Isom asked if any other districts have dress code policy, Fritz said not that

<sup>4</sup> he is aware of. Finn made a statement regarding the policy being too vague, and that she has heard comments from other parents and grandparents about staff looking like students. Bangs stated that we should have a common goal to have a professional appearance and have flexibility for admin to develop something. He stated he is going to look at different schools and see what policies are out there. He asked Fritz if this version is something he could work with, Fritz stated yes. Isom, stated it's his desire from the board to have a higher standard of professionalism for our staff. The board would like to adopt a policy similar to the one in the board packet, with staff support. Discussion followed. Dr. Fritz will bring back the sample policy to the work session in August with edits for a first read, and place on the August 23, 2023 meeting for a second read. No further discussion.

**Resolution to Transfer Appropriations of Funds-**(motion needed)-Barendse stated we have some money in specific functions we have over spent, and we need to move money from funds that we under spent, Isom moved to approve the resolution to transfer appropriations, Finn seconded, moved to vote, approved unanimously.

## **District Reports**

- **Financial Report-** (Diane Barendse)-she reviewed the districts financials with the board, Bangs asked if we have completed the audit, she stated yes and are they on schedule for next year's audit. Discussion followed, Isom moved to approve the financials as presented, Finn seconded, approved unanimously.

- **Hilda Lahti Elementary/Middle School-**McMullen reviewed Hilda Lahti's report with the board, she stated they are seeing upwards gains in our test scores. We will be blending grades 4/5 for next year, and have 3 classes of those students, each class will have 21 students. No further discussion.

- **Knappa High School-**Paul Isom the new high school principal for the 23-24 school year, presented his first report to the board. He stated that the foundation is doing a second chance scholarship for scholarships that went unused, we are almost fully staffed, just still completing a few interview processes. No discussion.

## **7. Board Reports and Future Agenda Items**

**Finn-nothing at this time.**

**Jasper-nothing at this time.**

**Isom-nothing at this time.**

**Bangs-**wanted to recognize Ed Johnson's service to the school. In 1996, when he was a senior, they almost shut down the school, and Ed stepped up and advocated for the school and ran for the board and has re-run ever since, he stated that he respects his service to the school and community.

Moved to executive session 6:55 p.m.



**Executive Session**<sup>5</sup> ORS 192.660 the governing body of a public body may hold an executive session; (d) To conduct deliberations with persons designated by the governing body to carry on labor negotiations.

Return to open session and moved to adjourn 7:45 p.m.

**Next Meetings •**

Wednesday, July 19, 2023 • Board Meeting • 6:30 p.m., Wednesday, August 2, 2023 Work Session Meeting • 6:30 p.m., Knappa High School Library

Knappa School District # 4

**Personnel Update  
July 18, 2023**

**The Superintendent recommends accepting the following:**

The hiring of Claudine Hofman as the Alt-Ed PA at Knappa High School

\*\*\*\*\*

**Knappa School District #4  
Board Meeting Background Information**

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Policy               | <input type="checkbox"/> Vision & Goals | <input checked="" type="checkbox"/> Collective Bargaining |
| <input checked="" type="checkbox"/> Financial | <input type="checkbox"/> Information    |   |
| <input type="checkbox"/> Discussion           | <input type="checkbox"/> Resolution     |   |

**Item Title: Approval of 2023-2026 Collective Bargaining Agreement with Knappa Education Association**

**Presenter: Dr. Bill Fritz, Superintendent**

**Background Information Related to this Issue:**

The previous contract between Knappa Education and Knappa School District was a two-year agreement, in effect from 2021-2023.

Both parties have negotiated a successor contract in good faith.

Highlights of the new contract include:

- Three-year duration, 2023-2026
- Salary increases in amounts of 7.8%, 4%, and 4% in each of the respective three years of the contract.
- Supplemental contract increases are 1%, 2%, and 2% respectively.
- Adjustment of personal leave provisions to allow for an increase in the cash out value to \$125, ability to roll over one year, allowing senior employees an additional personal day (4), and a reduction in caps related to how many personnel can be out at the same time.
- Adjustments to district insurance contributions and opt out amounts, commensurate with the increase in the MODA plan 5 increases.
- New worker’s compensation and payroll error language.
- Shifts in grievance language to make it more clear
- Changes throughout the contract to refer to “teachers” as “educators, and to gender-neutral language (he/she changed to their)
- Clarification regarding sick leave accrual, tuition reimbursement, strike language, planning time, involuntary transfers, and recouping overpayment of wages
- Shifts to discrimination language to align it with current School Board Policy and legal requirements.
- Replacing outdated language related to district equipment (i.e. typewriters and mimeographs)

**Background (con't)**

The District bargaining team included Diane Barendse (Business Manager), Tammy McMullen (Elementary Principal), and Bill Fritz (Superintendent). KEA was represented by Cori Jones, Wendy Montgomery, Mike Rathfon (President) Marissa Schaelling, and David White (OEA Uni-Serv Representative). The KEA Association share with the district on 7/13/23 that they have ratified the agreement. The District team appreciates the collaborative tenor of the negotiations with the Association.

**Financial Impact:**

The agreement is consistent with the Board approved 2023-24 budget, given staffing efficiencies accomplished via attrition of personnel.

**Recommended Action:**

It is the recommendation of the Superintendent that the School Board approve the 2023-2026 Collective Bargaining Agreement with Knappa Education Association.

**Collective Bargaining Agreement**  
**between the**  
**Knappa School District No. 4**  
**Education Association**  
**and the**  
**Board of Directors**  
**Of**  
**Knappa School District No. 4**  
~~2021-2023~~-2026

## Table of Contents

Preamble.....	1
Article 1 • Recognition.....	2
Article 2 • Negotiations Procedures.....	2
Article 3 • Evaluation Procedures.....	2
Article 4 • Grievance Procedure.....	3
Article 5 • Complaint Procedure.....	6
Article 6 • Layoff.....	7
Article 7 • Rights of Professional Employees.....	8
Article 8 • Nondiscrimination.....	10
Article 9 • Educator Assignment.....	10
Article 10 • Vacancies and Transfers.....	10
Article 11 • Association Rights and Privileges.....	11
Article 12 • Payroll Deductions.....	12
Article 13 • Association Dues Deduction.....	13
Article 14 • Hours and Conditions.....	13
Article 15 • Work Year.....	14
Article 16 • Classroom Control and Discipline.....	14
Article 17 • Expenses for Workshops/Tuition.....	15
Article 18 • Insurance and Fringe Benefits.....	15
Article 19 • Salary.....	17
Article 20 • Extra Duty.....	18
Article 21 • Leaves of Absence.....	18
Article 22 • Sick Leave Donation.....	20
Article 23 • General Provisions.....	21
Article 24 • Duration of Agreement.....	21
APPENDIX A.....	23
APPENDIX B.....	25

### **Preamble**

This Agreement is entered into between the Knappa No. 4 Education Association, hereinafter called the "Association," affiliated with the Oregon Education Association, hereinafter called the "OEA," and the National Education Association, hereinafter called the "NEA", and the Board of Directors of Knappa School District No. 4, Clatsop County, Oregon, hereinafter called the "Board" or "District."

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement;

IN CONSIDERATION of the following mutual covenants, it is hereby agreed as follows:

### Article 1 • Recognition

- A. The Board recognizes the Knappa #4 Education Association as the exclusive representative on wages, hours and conditions of employment for all licensed ~~teachers~~ educators employed .5 FTE or more by the District. This excludes supervisory, temporary contracted ~~teachers~~ educators employed for fewer than ninety (90) days, and substitute ~~teachers~~ educators as defined by ORS 342.815(8) as "any teacher who is employed to take the place of a probationary or contract teacher who is temporarily absent."
- B. The purpose of this article is to recognize the right of the bargaining agent to represent ~~teachers~~ educators in the bargaining unit in negotiations with the Board. Granting of recognition is not to be construed as obligating the Board in any way to continue any functions or policies. If Board policy contains language which is contrary or inconsistent to the express terms of this Agreement, this Agreement, during its duration, shall control.

### Article 2 • Negotiations Procedures

- A. No later than January 31 of the year in which this Agreement expires, either party may give written notice to the other of its intent to begin negotiations for a successor Agreement. Negotiations will commence on a mutually agreed-upon date subsequent to any such timely notice.
- B. This Agreement may not be modified in whole or part by the parties except by an instrument in writing duly executed by both parties. The parties may mutually agree to reopen provisions for bargaining and that such reopened bargaining would be subject to the expedited bargaining process outlined in ORS 243.698.
- C. There shall be two (2) signed copies of the final Agreement for the purpose of records. One (1) shall be retained by the District and one (1) by the Association. The Board agrees to print sufficient copies of this Agreement for all employed ~~teachers~~ educators and to distribute a copy to each ~~teacher~~ educator. The Association agrees to provide one (1) camera-ready copy of the negotiated Agreement for reproduction.

### Article 3 • Evaluation Procedures

- A. Pursuant to Oregon Revised Statute 342.850, the District shall conduct evaluations of ~~teachers~~ educators based on job descriptions and performance standards with the adopted evaluation policies.
- B. The superintendent and/or administrative designees will collaborate with a committee of KEA's choosing regarding its ~~teacher~~ educator evaluation process. The composition of the committee shall appropriately represent subjects and grade levels. The purpose of the collaboration is to review any concerns of the evaluation process. All changes must be made in accordance to OAR ~~581-022-2410581-022-1723~~.
- C. Where deficiencies are identified through the formal observation process and noted in writing in the evaluation documents, an ~~teacher~~ educator may be placed on a program of assistance for improvement. A program of assistance for improvement will be developed by the evaluator in cooperation with the employee. A program of assistance for improvement shall be in writing, in accordance with ORS 342.815 and shall consist of a minimum of 60 school days.
- D. 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 employee's final evaluation documenting the successful completion.

## Article 4 • Grievance Procedure

### A. Definitions

1. **Grievance.** A "grievance" is a written claim by an teachereducator, a group of teacherseducators, or the Association, based upon an alleged misinterpretation, inequitable application or violation of this Agreement.
2. **Grievant.** The "grievant" is the person, persons, or the Association, who has the grievance and is presenting the complaint.
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 the claim.
4. **Days.** As used in these procedures means school days, thus excluding weekends and vacation days or legal holidays.

### B. Purposes

To resolve potential grievances at the lowest possible level in the chain of administrative responsibility.

### C. Guidelines

1. Every effort will be made by all parties to avoid interruption of classroom and/or any other school sponsored activities.
2. Every effort will be made by all parties to avoid the involvement of students in the grievance procedure. Under no circumstances will alleged grievances be communicated in such a way as to be detrimental to the emotional and educational development of students. Information shall be maintained in a professional confidence at all times at all levels by staff and personnel involved. All documents, communications and records of any grievance will be filed in the District office separately from the personnel files.
3. In the event it becomes necessary to hold more than one meeting at any grievance level, no more than five (5) days shall elapse between each meeting.
4. Since it is important that grievances be processed as rapidly as possible, 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.
5. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by July 1 of that 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 may be reduced by mutual agreement of the parties in interest.
6. All meetings and hearings under this procedure shall include only such parties in interest and their designated or selected representatives and witnesses.

7. If a grievance arises from action or inaction on the part of a member of the administration above the level of principal, the grievant person shall submit such grievance in writing to the superintendent and the Association directly and the processing of such grievance will be commenced at Level 2.
8. Grievances must be filed not later than fifteen (15) days after the occurrence of an alleged violation or misapplication of the Agreement, or not later than fifteen (15) days after the grievant knew or had reason to know of the occurrence of the act(s) upon which the grievance is based. Failure to file a grievance within the above timelines shall constitute a waiver of the grievance.
9. Failure at any level of this procedure by the grievant to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level. Failure at any level of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the grievant to proceed to the next level.

#### D. Procedures

##### 1. Level One - Principal or Immediate Supervisor

- a. A grievant shall file ~~his/her~~their grievance in writing with the principal with authority to resolve the grievance, either directly or through the Association's designated representative.
- b. Within five (5) days after receipt of the grievance the principal will meet with the grievant and at the option of the grievant a representative of the Association in an effort to resolve it.
- ~~b-c.~~ The principal will render a written decision to the grievant(s) and the Association representative within ten (10) days of the Level 1 meeting.

##### 2. Level Two - Superintendent

- a. ~~The principal will render a decision within ten (10) days of the Level 1 meeting and if the Level One response does not resolve the grievance,~~ the grievant and/or the Association shall, within ~~has~~ ten (10) days from receipt of the principal's written response ~~to,~~ submit the grievance to the superintendent.
- b. Within ten (10) days after receipt of the grievance the Superintendent will meet with the grievant and, at the option of the grievant, a representative of the Association in an effort to resolve it.
- ~~b-c.~~ The Superintendent will render a written decision to the grievant(s) and the Association representative within ten (10) days of the Level 2 meeting.

##### 3. Level Three - Board of Directors

- a. ~~The Superintendent will render a decision within ten (10) days of the Level 2 meeting and if the Level Two response does not resolve the grievance,~~ and the grievant and/or the Association shall, within ~~has~~ ten (10) days from receipt of the superintendent's written response ~~to,~~ submit the grievance to the school board.
- b. Within thirty (30) days after the Board receives the grievance, the Board will meet with the grievant and ~~his/her~~their representative in an effort to resolve it. The

procedures for the meeting will be determined jointly by the District and the Association, and will afford the Association sufficient time to present its case.

b-c. The Board will render a decision in writing to the grievant(s) and the Association within twenty (20) days of the Level Three meeting.

#### 4. Level Four - Arbitration

- a. ~~The Board will render a decision within twenty (20) days of a Level 3 hearing. If the Level Three decision does not resolve the grievance, The~~ Association may submit the grievance to binding arbitration twenty (20) days after receipt of the Board's decision. Failure to submit the grievance to binding arbitration within twenty (20) days after receipt of the Board's decision shall constitute termination of the grievance procedure unless the parties mutually agree to extend the time limits.

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. 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 (hereinafter referred to as the "AAA Rules").

- b. Within ten (10) days after such written notice of submission to arbitration, the Board 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 ten (10) day period, a request for a list of arbitrators may be made to the Employment Relations Board by either party. The parties will then be bound by the AAA Rules in the selection of an arbitrator.
- c. The arbitrator so selected will confer with the representative of the Board and the Association and hold hearings promptly and will issue ~~his/her~~their decision not later than thirty (30) days from the date of the close of the hearings; or, if oral hearings have been waived, then from the date the final statements and evidence are submitted to him/her. The arbitrator's decision will be in writing and will set forth ~~his/her~~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 is violative of the terms of this Agreement. The arbitrator shall be without authority to add to, subtract from, alter or modify 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.
- d. The costs for the services of the arbitrator, including per diem expenses, if any, and ~~his/her~~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.

#### Miscellaneous

##### 5. Teacher and Association

Any grievant person may be represented at all stages of the grievance procedure by ~~himself/herself~~themselves or, at ~~his/her~~their option, by a representative selected or

approved by the Association. The Association shall have the right to be present at all stages of the grievance procedure.

#### 6. Group Grievance

If a grievance affects a group or class of teachereducators, such grievance may be submitted in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two.

#### 7. Written Decisions

Decisions rendered at Level One which are unsatisfactory to the grievant person and all decisions rendered at Levels Two, Three and Four 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 procedure set forth in Level Four, Section C, of this Article.

#### 8. Reprisals

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

#### 9. A grievance shall contain at least the following information:

- a. The approximate date of the alleged violation.
- b. A statement of the grievance.
- c. Notification of the contract provision(s) allegedly violated.
- d. The remedy requested.

### Article 5 • Complaint Procedure

#### A. Definition of Complaint

A complaint is any negative remark or criticism filed on an official district form against an teachereducator by a parent or community member with any administrator.

#### B. Pre-complaint Procedure

Prior to an official complaint being filed against an teachereducator, the complainant will attempt to resolve the concern with the teachereducator directly. The complainant may meet with the teachereducator, have a telephone conversation, or correspond in written form (including email). Either party involved may request administration to be present during the meeting to assist in the facilitation of the conversation. If administration or the teachereducator feels a face to face meeting is not going to be productive or respectful for the parties involved, the administration may waive the requirement for a pre-complaint meeting.

#### C. Complaint Procedure

If a complaint is made against an employee, a conference with the employee shall be held under the following circumstances:

1. If the evaluating administrator or supervisor intends to make a record in the evaluation report of the complaint or take any disciplinary action against the ~~teacher~~educator.
  2. If the administrator or supervisor intends to place a record of the complaint in the ~~teacher's~~educator's personnel file or take any disciplinary action against the ~~teacher~~educator.
  3. If, in the administrator's judgment, such complaint is sufficiently relevant to the employee's performance as to indicate the desirability of a conference.
- D. Level I - In compliance with the conditions listed above, the ~~teacher~~educator will be informed an official complaint has been filed with the administration within three (3) working days of the complaint being filed. A conference between the administrator shall be held with the ~~teacher~~educator and the ~~teacher's~~educator's representative, if desired, within ten (10) working days after the complaint has been filed. The complainant shall be identified at the discretion of the administration. The complaint shall be made available to the ~~teacher~~educator, in writing and signed by the complainant, at the time of the conference. The ~~teacher~~educator may at that time present their evidence and share information with the administrator if they choose.
- Level II - If the complaint is not resolved at Level I, then the ~~teacher~~educator and the ~~teacher's~~educator's representative, if desired, shall have the right to request a meeting with the complainant and hear the complaint directly. Either the administrator involved or the complainant may decline to have such a meeting. At this time, any unidentified complainants shall be identified.
- E. Any complaint which the administrator or supervisor chooses not to discuss with the ~~teacher~~educator or is not discussed within the required time shall not be considered in the ~~teacher's~~educator's evaluation, and shall not be used against the employee in any subsequent action by the District or placed in the ~~teacher's~~educator's personnel file.
  - F. Any action as defined in Section B above taken against an employee shall be processed in accordance with Articles 4 and 7.
  - G. The ~~teacher~~educator has the right to Association representation at all levels.
  - H. No record of any complaint which has been thoroughly investigated and determined to be unfounded or unsubstantiated shall be placed in the ~~teacher's~~educator's personnel file, nor shall the complaint be used as the basis for any subsequent disciplinary action. Any allegation must be substantiated with clear and convincing evidence if disciplinary action is taken or if the complaint or information related to the complaint is entered in the ~~teacher's~~educator's file.
  - I. This article is not intended to supersede State or Federal Statutes regarding child abuse and sexual harassment. Any serious complaint that includes allegations of illegal actions or violations of the law is excluded from the terms of this Article.

### **Article 6 • Layoff**

- A. If layoffs due to a reduction in force become necessary, the District will follow ORS 342.934. The parties have agreed to the following interpretation of the statutory criteria set forth in ORS 342.934.

1. Districtwide seniority;
2. "Licensed and qualified" means the ~~teacher~~educator holds the proper license and endorsement, and (if applicable) is deemed "Highly Qualified" for the position in question.
3. If the District, in addition to complying with the provisions of this article, elects to consider "competence" as layoff/recall factor, the District will comply with ORS 342.934(9). For the purpose of determining "competence," the parties define the word "recent" and the term "grade level" as follows:

"Recent" means within the past five (5) years.

"Grade Level" means each of the following grade level clusters shall be considered a "grade level": K-6, 4-8, 6-12. For purposes of this section, Title 1, Special Education and Elementary Specialists (music, P.E., counseling) and ~~teachers~~Teachers on ~~special~~Special assignment Assignment (TOSAs) shall be grouped with the grade level that the particular employee has been teaching.

- B. In the event two or more individuals are tied after application of these criteria, the tie will be broken by drawing lots. The District will make a reasonable effort to give 90 days' notice to individuals of a possible layoff.

If, within 27 months of layoff, a teaching vacancy occurs within the District for which a laid-off ~~teacher~~educator is qualified, the recall procedure outlined below will be followed:

1. At the time of layoff, the ~~teacher~~educator may request an Intent to Return Form. The form will include the ~~teacher~~educator's address for recall notification. In the event of a recall, the District will notify the ~~teacher~~educator who has expressed a desire to return to the District of the recall, by certified mail, return receipt requested, sent to the last address given by the ~~teacher~~educator to the District Office.
  2. ~~Teachers~~Educators will have fifteen (15) calendar days from the receipt of a recall notice to notify the District by Certified mail, in writing, of their intent to return to the District within twenty (20) calendar days of the date of recall notice. Twenty-seven months after being laid off and/or failure of the ~~teacher~~educator to respond to a recall notice within the time herein specified shall terminate such ~~teacher~~educator's right to recall and all other employment rights with the District.
  3. As vacant teaching positions become available, ~~teachers~~educators on the recall list who are licensed and qualified for the position will be recalled according to most seniority first.
- C. Subject to the rules and regulations of the carrier, ~~teachers~~educators may maintain their group insurance coverage, at their own expense, during the twenty-seven (27) month period following the date of their layoff.
  - D. Upon recall, the ~~teacher~~educator will retain sick leave and years of experience accumulated at the time of layoff.

### **Article 7 • Rights of Professional Employees**

- A. Public employees have the right to form, join and participate in the activities of labor organizations of their own choosing for the purpose of representation and collective

bargaining with their public employer on matters concerning employment relations (ORS 243.672).

#### B. Representation

Whenever any teachereducator is required to appear before an administrator or Board concerning his/her/their termination or a disciplinary action, he/she/they shall be given prior notice of such meeting and may have a representative of his/her/their choosing present. In a meeting involving parents, teacherseducators, students, and administration, to discuss or resolve a problem, the teachereducator may request to have a representative present. If, in a subsequent meeting involving the teachereducator and administrator, wherein the District plans to take disciplinary action against the teachereducator, the teachereducator may have a representative of his/her/their choosing present.

#### C. Personnel Files

The official files of all teacherseducators are confidential and shall be kept in the District Personnel Office. All materials having to do with job performance added to the personnel files will be initialed and dated by the teachereducator before putting into his/her/their file. An teachereducator may attach a rebuttal to materials or add relevant materials of his/her/their choosing. If an teachereducator refuses to initial materials, the materials may then be placed in his/her/their file. In this case, the administrator will ask a 3rd party to attest by signature the materials were provided to the teachereducator. Items contained in an administrator's working file that are over two (2) years old and which have not been processed according to this Section shall not be used to support any adverse evaluation disciplinary action or non-renewal/dismissal of an teachereducator.

#### D. Discipline of TeachersEducators

The District shall not issue a written reprimand, suspend without pay or reduce in basic compensation any teachereducator without just cause. This provision does not apply to the dismissal or non-renewal of a probationary teachereducator or to the dismissal of a permanent teachereducator to the extent that such matters are governed by the Fair Dismissal Law. This provision also does not apply to personnel on athletic extra duty coaching contracts. Just cause in this Agreement means:

1. The employee is given forewarning or foreknowledge of the possible or probable disciplinary consequences of his/her/their conduct. Certain offenses, including, but not limited to, insubordination, coming to work intoxicated, drinking intoxicating beverages on the job, or theft of the property of the District or of fellow employees, are so serious that any employee may properly be expected to know already that such conduct is offensive and punishable.
2. There will be an investigation conducted fairly and objectively of the charges before any discipline is administered.
3. The District's rule was reasonably related to a) the orderly, efficient, and safe operation of the District's business; and b) the performance that the District might properly expect of the employee.
4. The District, before administering discipline to an employee, will determine whether the employee did in fact violate or disobey a rule or order of the District.
5. The investigation will provide substantial evidence or proof that an employee is guilty as charged.

6. The penalty will be reasonably related to the seriousness of the offense and the record of the employee in his/her/their service with the District.
  7. The District has applied its actions evenhandedly, subject to the provisions of ORS 243.706 (1).
- E. No grade given by a teacher/educator shall be changed without the mutual approval of the Superintendent, principal and teacher. If mutual approval is not obtained, the matter may be appealed to the Board whose decision will be final and will not be subject to the grievance procedure. If the decision is to change the grade, the Board will attach a written statement to the student's file indicating that the Board made the change.

### Article 8 • Nondiscrimination

- A. The Association and the District agree that they shall not discriminate against any teacher/educator covered by this agreement-Agreement on ~~the any~~ basis protected by law, including but not limited to of an individual's perceived or actual race, color, religion, sex, sexual orientation, gender identity, national or ethnic origin, marital status, age, mental or physical disability, pregnancy, familial status, economic status, or veterans' status. Further, the parties agree that they shall not discriminate against any educator because of the perceived or actual race, color, religion, sex, sexual orientation, gender identity, national or ethnic origin, marital status, age, mental or physical disability, pregnancy, familial status, economic status, or veterans' status of any other persons with whom the individual associates of race, color, religion, national origin, gender, age, sexual orientation, or marital status in accordance to all federal and state discrimination laws.
- B. The private, religious, or political life of an teacher/educator is not within the appropriate concern or attention of the District so long as it does not adversely impact the teacher's/educator's ability to perform assigned duties.

### Article 9 • TeacherEducator Assignment

TeachersEducators employed by the District during any given year shall be notified in writing of their tentative assignments for the ensuing year by June 1. In the event such tentative assignment is changed after June 1, the teacher/educator shall be notified in writing of such change within a reasonable period after the change is made.

TeachersEducators newly hired into the bargaining unit prior to the beginning of the school year shall be notified in writing of their tentative assignment as soon as practical.

### Article 10 • Vacancies and Transfers

#### A. Posting and Voluntary Transfers

1. As the District declares positions open, the positions will be described by electronic notice and disseminated to all teacher/educators. Such notices shall be sent out at least fourteen (14) calendar days prior to the position being regularly filled.
2. TeachersEducators wishing to fill a posted vacancy or to transfer to another assignment shall make an electronic request to the Superintendent or his designee. The disposition of such requests shall be made and emailed to the affected teacher/educator(s) within thirty (30) calendar days of receipt of the initial request. The Superintendent shall, upon request, meet with the teacher/educator to discuss reasons for the denial.



3. A list of all vacancies which occur from August 1 to September 30 will be emailed. No such vacancy shall be filled within five (5) calendar days of the email notification.
4. The President of the bargaining unit shall receive reasonable notice of all position openings in administrative or supervisory positions.

#### B. Involuntary Transfers

Prior to any final decision to involuntarily transfer an educator, the District will:

1. ~~Provide Notice~~ notice of an involuntary transfer will be given to the teacher within five (5) working days following final decision to transfer the possible transfer.
  2. ~~Provide the educator with the~~ If a teacher is involuntarily transferred to a different position, he/she opportunity to meet with their ~~may make known to the appropriate~~ administrator ~~his/her wishes~~ regarding the potential new assignment.
  3. ~~Provide the educator with the opportunity to~~ Upon request the teacher may meet with the Superintendent to discuss the reasons for the potential transfer.
  4. ~~Teachers~~ Provide the educator being involuntarily transferred will be informed with information of regarding all known bargaining unit vacancies at the time the transfer decision is being ~~made~~ considered. The ~~teacher~~ educator will be able to indicate a preference of assignment and/or make application for a transfer as outlined in Section A-2 of this Article.
- 4-5. At the educator's request, permit Association representation at all meetings regarding the potential involuntary transfer.

Formatted: Font: (Default) Arial

Formatted: Normal, Indent: Left: 0.25", No bullets or numbering

#### C. Miscellaneous Provisions

1. The District will provide the Association a list of current assignments for all ~~teachers~~ educators by September 30 upon request by the Association President.

### Article 11 • Association Rights and Privileges

#### A. Information

Upon request, the Board agrees to furnish to the Association all ("all" in this reference is defined: "all that is required by state law.") readily available public information necessary for its functioning as exclusive bargaining representative. The Association may be required to pay the cost for materials needed for copies.

#### B. Released Time for Meetings

Whenever any ~~teacher~~ educator is required by the District to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, ~~he/she~~ they shall suffer no loss in pay.

#### C. Use of School Buildings

The Association shall have the right of access to school buildings for meetings subject to the same rules and conditions as other school-related organizations, provided there is no interference with the regular school program.

#### D. Use of School Equipment on School Property

With prior approval, the Association shall have the right to use school facilities and equipment including ~~typewriters, mimeograph machines, other duplicating equipment, calculating machines~~ computers, technology, WiFi, e-mail, copy machines, and all types of audiovisual equipment outside the work day and when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use, and for any repairs necessitated as a result thereof.

**E. Bulletin Boards**

The Association shall have, in each school building, use of a bulletin board in each faculty lounge.

**F. Right to Speak at Meetings**

Upon 24-hour notice to the administrator in charge, an Association representative shall be allowed to make brief announcements not to exceed five (5) minutes at the end of any faculty meeting. The Association shall have the opportunity to suggest items for the agenda.

**G. Mail Facilities**

The Association shall have the privilege of using school mail boxes and inter-school mail facilities, including the use of the District's email system. However, the Association agrees to hold the District harmless against any and all judgments or liabilities which may result from inclusion of this provision in the contract.

**H. Exclusive Rights**

The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the ~~teacherseducators~~ and to no other ~~teachereducator~~ organization, except as required by law.

**I. Policy Making**

The Board agrees to send the Association President a copy of the monthly School board agenda on Tuesday prior to the meeting.

### **Article 12 • Payroll Deductions**

- A. The District agrees to deduct from the salaries of its regular ~~teacherseducators~~ as requested by the ~~teachereducator~~:
1. Premiums for Board-approved insurance programs.
  2. Payments to the ~~teacherseducators'~~ credit union.
  3. Contributions to the United Fund.
  4. Savings bonds and savings plans.
  5. Tax-sheltered annuities, provided five (5) or more employees subscribe to the annuity.
- B. The District, upon appropriate authorization of the ~~teachereducator~~, shall deduct from the salary of any ~~teachereducator~~ and make proper remittance for any other plans or programs mutually agreed to by the District and ~~teacherseducators~~.

### Article 13 • Association Dues Deduction

- A. The District agrees to deduct an amount equal to one tenth (1/10) of the dues of the Association, including the OEA and NEA dues each month for ten (10) consecutive months from the pay of each teach who is a member of. the Association, beginning with the paycheck for the month of October. Prior to the first dues deduction of the school year, and then for any employee 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 dues deducted from their paychecks and shall identify the dues to be deducted from each. In addition, the Association shall provide a formal letter from the OEA Membership Department that confirms that OEA possesses sufficient documentation of dues deduction authorization for those members. Upon request by the District, the Association shall make available to the District for review the documented proof of dues deduction authorization for employees. The Association shall also notify the District when a bargaining unit member should no longer have dues deducted. This notification will also include written proof of authorization by the employee. The District shall enact dues deduction changes on the pay period following a written notification.
- B. Along with the monthly dues remittance to OEA, the District shall provide to OEA an electronic database with the name of each employee from whom dues deductions have been made and the amount of deductions.
- C. Every quarter the District shall provide to OEA an electronic database of each employee in the bargaining unit.
- D. The Association agrees to hold the District harmless against any and all claims, suits, orders or judgments brought against the District as a result of the provisions of this Article. The District agrees to notify the Association promptly of any claim and to cooperate with the Association and its designated counsel in the defense of any claim.

### Article 14 • Teaching Hours and Conditions

- A. Each ~~teacher~~educators' normal workday shall be eight (8) hours inclusive of a one-half (1/2) hour duty-free lunch period.

The ~~teacher~~educator may be excused at the discretion of the building administrator for medical/dental or business appointments.

On Fridays, ~~teacher~~educators shall be excused after the last bus leaves.

- B. Each ~~teacher and specialist~~educator shall be scheduled a duty-free daily preparation period of at least forty-five (45) minutes, thirty (30) minutes shall be continuous, between the scheduled start of the student day and prior to the scheduled end of the student day at their primary building, 8:00 a.m. and the final bus run.

If an ~~teacher~~educator is required by the District to substitute for another ~~teacher~~educator during his/her/their prep period, the substituting ~~teacher~~educator will be compensated at a rate as established in Article 19.E.

- C. **Duty Free Lunch**

All full-time ~~teacher~~educators shall be entitled to a duty-free lunch period of not less than thirty (30) minutes. Except in case of emergencies, ~~teacher~~educators may leave their building for thirty (30) minutes for the lunch period; however, any ~~teacher~~educator leaving the building must notify the building administrator of his/her/their absence.

D. For duties assigned or approved outside the regular work day, payment amount is gross salary and is subject to all federal, state and local payroll deductions:

E.

Pay	Duty
\$30.00 per event	Chaperoning dances
	Crowd control
	Selling and/or taking tickets
	Timekeeping or assisting the progress of athletic events
	Concessionaires
\$30.00	Chaperone - 1-50 road miles one way
\$35.00	Chaperone - 51-75 road miles one way
\$40.00	Chaperone - 76+ road miles one way

F. Reimbursement for Travel Expense

TeachersEducators required in the course of their work to drive personal automobiles shall receive a car allowance at the IRS rate for approved field trips and/or other business of the District.

G. Special Education TeachersEducators will be provided at least five (5) days per year to conduct Special Education Evaluations and paperwork.

### Article 15 • Work Year

- A. The teachereducator work year shall consist of 190 days, which will include a maximum of 180 student contact days, a minimum of one in-service day, and three teachereducator work days. The last day of the school calendar shall be a 1/2-day work day. There will be six paid holidays, which include Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, and Memorial Day.
- B. If schools are closed due to inclement weather, physical plant problems (e.g., power outage) or other such unforeseeable problems, teachereducator attendance will not be required and teachereducator salaries will not be docked. However, the District retains the right to make up all but one such lost days without any additional compensation due the teacherseducators where teacherseducators will be required to attend. The first sixteen (16) hours of closure (including late start and early release) will not be made up, except as may be required to meet Oregon Department of Education Division 22 Standards.
- C. When teacherseducators are required to attend an evening program (i.e., an open house, special programs) the teachereducator is to report the true amount of time spent at the program to his/her/their supervisor. The teachereducator will then be credited equal time which can be used when students are not present or there are no other District-required activities. Such time will be accumulative, but must be used before the end of the school year in which is it accumulated. Equal time must have supervisor's prior approval.

### Article 16 • Classroom Control and Discipline

- A. The District at the beginning of each school year will provide to each teachereducator a copy of the applicable student discipline procedure adopted by the District.
- B. A student may be removed from a classroom by an teachereducator if the student poses a threat to the physical wellbeing of the teachereducator or other persons in the classroom.

If the ~~teacher~~educator's immediate supervisor reinstates the student in the ~~teacher~~educator's classroom, the ~~teacher~~educator may within ten (10) calendar days appeal the decision to the Superintendent. If the ~~teacher~~educator wishes to appeal the decision of the Superintendent in a discipline matter, the ~~teacher~~educator may within ten (10) calendar days appeal to the Board by submitting a written statement and shall upon request be afforded an opportunity to present the ~~teacher's~~ educator's position to the Board. The Board's decision shall be final.

### Article 17 • Expenses for Workshops/Tuition

- A. There will be a professional development fund of \$7,000, for district staff development, which will be used for professional workshops, conferences, and meetings approved in advance by the ~~teacher's~~ educator's supervisor.
- B. Tuition for graduate credit course work (for which graduate credit is granted) will be paid by the District at a rate not to exceed the state college or university selected by the Association. The institution selected shall not change during the term of the Agreement. Tuition will be prorated for part time. ~~The reimbursement rate of three (3) credits per year is subject to the following conditions:~~

~~1-~~ Contract and probationary ~~teachers~~educators shall be allowed to accumulate three (3) ~~quarter~~ credits ~~or two (2) semester credits~~ per year of service in the District, to a maximum of nine (9) ~~quarter~~ credits ~~or six (6) semester credits~~. Tuition reimbursement may be prorated for part time employees based on their FTE.

To be eligible for tuition reimbursement, the graduate credit must be with prior approval of the Superintendent or designee; the graduate credit course work must be taken at an institution of higher education which is accredited by a regional accreditation agency (e.g., Northwest Association of Secondary Schools and Colleges) and the course work must be successfully completed with a passing grade by the ~~teacher~~educator. Evidence of these conditions must be submitted by the ~~teacher~~educator prior to reimbursement. Tuition reimbursement will not be granted for credits taken prior to accumulation of credit.

- C. At the sole discretion of the Superintendent, reimbursement for undergraduate credit may be approved. Such approval must be made prior to the starting date of the class for which approval is requested.
- D. With the approval of the Superintendent, credit will be allowed for:
  - In-Service Workshops (not on school time): ~~teachers~~educators will receive one (1) credit hour for two (2) full days of time spent, provided no reimbursement is received.
- E. When a licensed employee has earned the right to a higher salary bracket by reason of graduate level academic credit or its equivalent as approved by the Superintendent, the change shall be made effective for the next pay period after receipt by the District of an official transcript or official grade slip, provided it is received at least fifteen (15) calendar days prior to payday.

### Article 18 • Insurance and Fringe Benefits

- A. Beginning with the 2021-2022 Insurance Year, the District will provide a Group HRA based on the Moda Plan 5. The District will fund the Group HRA such that the deductible will be \$400 per covered person (\$500 if no PCP360 provider selected), maximum three per family, and the maximum out-of-pocket will be \$3000 per covered person (\$3100 if no PCP360

Formatted: Font: (Default) Arial

Formatted: Normal, Indent: Left: 0.25", No bullets or numbering

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Tab stops: 0.38", Left

provider selected), maximum three per family. For ~~the school year 2021-2022~~2023-2024 insurance year, the District shall pay a maximum up to \$~~1,344~~1,462 per month. ~~For the 2024-2025 and 2025-2026 insurance years, and for school year 2022-2023 the District contributions shall be increased by the percent increase in the premium for the Moda Plan 5 (or equivalent) plans shall pay a maximum up to \$1,411 per month towards insurance premiums for Moda Plan 5,~~ and the employee's choice of dental and vision coverage offered by the District.

Any employee who opts out of medical/dental/vision insurance coverage, based on the rules set forth by the insurance company, shall receive ~~\$588~~\$640 per month for ~~2021-2023-2022~~ 2024 as a basic contribution. ~~For each subsequent year of the Agreement, this amount will increase by the percent increase in the premium of the Moda 5 plan. and \$617 per month for year 2022-2023 as a basic contribution.~~ This basic contribution can be used toward dental and vision insurance, Section 125 or taxable income. (See last paragraph Section A.)

The employee's share of the insurance premium will not change even if the District chooses to utilize the tiered rate premium.

#### **Section 125 Plan:**

In the event the amount paid by the District for the purchase of insurance for each employee is less than the actual cost of that insurance, then each affected employee shall pay the difference through payroll deduction. The District will make available a Section 125 Plan to allow for before tax deductions of the employee paid insurance premiums.

Any District basic contribution that is not spent on the insurance choices provided to the employee may be used towards eligible insurance premiums offered under the Section 125 Plan. Any remaining District basic contribution not spent on insurance plans will be included in wages as taxable fringe. This amount would then be available to the employee to contribute to their individual 403(b) account if they choose.

- B. Employees newly hired by the Board shall be eligible for District-paid insurance premiums upon acceptance of written application by the insurance carriers on the first day of the month following the month work commenced.
- C. The benefit program(s) identified herein shall be provided only in accordance with the underwriting rules and regulations as set forth by the carrier(s) in the policy (policies) retained by the policyholder.
- D. The District's obligation towards premium payments as provided herein shall cease on the first day of the month following the month in which the eligible employee was no longer employed by the District or prorated for time worked or the termination date of this Agreement, whichever is sooner. Employees who complete their contract obligations for the full contract year shall have benefits terminated on August 31.
- E. ~~Teachers~~Educators retiring after June 30, 2017, and with a minimum of twenty (20) years of certified service to the district shall be paid a one-time severance payment based on their accumulated sick leave days. Up to half of the accumulated days will be paid at a rate of \$50.00 per day, with a maximum payout of \$3,500. Tier 1 and Tier 2 members must decide whether to take the contract benefits or the PERS benefits.

## Article 19 • Salary

A. The ~~salary-Salary schedule-Schedule~~ for ~~20242023-2023-2026~~ is contained in Appendix A and the ~~extra-Extra duty-Duty S~~chedule for ~~20242023-2023-2026~~ is contained in Appendix B.

1. ~~The Salary Schedules will increase as follows:~~

- a. ~~2023-2024: 7.8% increase over the 2022-2023 rates~~
- b. ~~2024-2025: 4% increase over the 2023-2024 rates~~
- c. ~~2025-2026: 4% increase over the 2024-2025 rates~~

2. ~~Salaries and Extra Duty Schedules for 20242023-2022-2024 shall be increased by 4.5% over the 20202022-2021-2023 rates. Salaries and Extra Duty Schedules for 20222024-2023-2025 shall be increased by 4.5% over the 20242023-2022-2024 rates. Extra Duty Schedules will increase as follows:~~

- a. ~~2023-2024: 1% increase over the 2022-2023 rates~~
- b. ~~2024-2025: 2% increase over the 2023-2024 rates~~
- c. ~~2025-2026: 2% increase over the 2024-2025 rates~~

A-3. All employees eligible for step advancement will receive one. All employees not eligible for step advancement will receive ~~\$1,360-1,465~~ added to their annual salary. Effective July 1, ~~20222024~~, employees not eligible for step advancement will receive ~~\$1,421-1,510~~ added to their annual salary. ~~Effective July 1, 2025, employees not eligible for step advancement will receive \$1,555 added to their annual salary.~~

B. Employees shall pay the employee contribution to PERS.

C. Regular paydays for employees covered by this contract shall be paid in twelve (12) equal monthly installments paid on the last Friday of the month, with the exception that the first salary payment of the school year shall be made on the day ~~teacherseducators~~ report for duty during Fall in-service. June and July paychecks will be issued on the last regular work day in June. District payroll calendar will be established and available with District academic calendar.

D. Adult education, Saturday school and summer school are voluntary teaching assignments. If an ~~teachereducator~~ elects to accept such a voluntary assignment, the ~~teachereducator~~ will be compensated by the amounts stipulated by the funding source for the program. If the compensation amount is left to the discretion of the District, payment shall be as stipulated under Section E, subject to all federal, state and local deductions.

E. The following assignments, outside the regular school day, will be paid at the current contract rate of MA Step 9. (All professional work, requested by the District, outside of the regular contract day.)

Special Education ~~TeachersEducators~~ who attend required Special Education meetings before or after the normal work day will be provided compensatory time off (in lieu of pay) for time spent at such meetings between 7:30 a.m. and 7:45 a.m. and between 3:45 p.m. and 4:00 p.m., and will be paid at the MA Step 9 rate of pay for time spent at such meetings before 7:30 after 4:00 p.m. Compensatory time may be taken at the ~~teacher's-educator's~~

Formatted

Formatted

Formatted

discretion, provided that the absence will not require a substitute. Every effort will be made to schedule IEP meetings between 7:30 am and 4:00 pm.

F. Payroll Errors: In the event the District believes that it has overpaid an employee, it will first send a written notice to the employee advising the employee 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 employee 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.

**Formatted:** No underline

**Formatted:** Add space between paragraphs of the same style

**Formatted:** Add space between paragraphs of the same style

**Formatted:** Font: (Default) Arial

## Article 20 • Extra Duty

- A. Extra duty contracts will be offered, in writing, prior to May 15<sup>th</sup> of the preceding the school year. These contracts, if accepted, shall be returned not later than May 31<sup>st</sup>. Extra duty position openings in the District will be described by written notice and displayed in appropriate locations in each building. ~~Teachers~~Educators new to the District who are to be given extra duty contracts will be given their contracts simultaneously with their teaching contracts, if known.
- B. Payment for extra duty activities that are not full year in length will be added to the employee's paycheck on the first month of the start of the activity. Payments will be divided out for the duration of the activity.  
  
For extra duty activities rendered as a full year assignment, payment will be made monthly over the duration of the activity.
- C. The Superintendent reserves the right to cancel, add or not fill any positions, or the amount or portion thereof, stated in these schedules for extra duty.
- D. The extra duty salary schedule for this contract is contained in Appendix B.
- E. If a high school athletic team's season is extended due to participation in the playoffs or state competition, the participating coaches will receive an additional payment of 2% of the stipend.

## Article 21 • Leaves of Absence

### A. Sick Leave

Sick leave means absence from duty because of illness or injury of an teachereducator or a member of his/her/their immediate family, as defined in Section F of this Article, and shall be allowed at a rate of ten (10) days during each school year. Sick leave in excess of five (5) consecutive days shall be verified upon request of the Superintendent, by certificate of the ~~teacher's-educator's~~ attending physician or practitioner that illness or injury prevents the teachereducator from teachingworking. The teachereducator must work at least one (1) day on the job in the new working year before sick leave credit for the ten (10) days will be given.



Sick leave not taken shall accumulate and may be transferred from other Oregon districts to a maximum of seventy-five (75) days at a rate of not more than ten (10) days per year of employment outside the District after the ~~teacher~~educator has completed thirty (30) working days in the District. These provisions are not in addition to sick leave outlined in ORS 342.595.

It is understood and agreed that while all ten (10) days provided each school year is "frontloaded" and available from the beginning of the school year, it is actually "earned" one (1) day for each month employed. Thus, if an educator's employment terminates for any reason prior to the end of the contract year, any sick leave paid but "unearned" shall be deducted from the educator's final paycheck.

#### B. ~~Injury on Duty~~Worker's Compensation

Employees 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 employee's sick leave or pay if the employee 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 employee's regular net salary. Sick leave may be drawn on a prorated basis and added to Workers' Compensation benefits. The combined pay shall not exceed the teacher's educator's regular salary.

#### C. Personal Discretionary Leave

Educators with less than eight (8) years service to the District will receive ~~Three-three~~ (3) days paid personal discretionary leave will be allowed each year. Educators with eight (8) or more years of service to the District will receive four (4) days paid personal discretionary leave each year. Personal leave must be requested in writing at least 24 hours in advance (can be waived in case of emergency) and be approved by the Building Principal. Personal discretionary leave days are not accumulative, except that a maximum of one (1) day may be rolled over into the following year. ~~however~~ Otherwise, unused personal discretionary leave days will automatically be converted to sick leave on the last working day of each school year (June 30). Once converted, these sick leave days are not retrievable as personal discretionary leave days. ~~Teachers~~Educators shall receive \$~~400~~125.00 per day for any unused personal leave that is not converted back to sick leave. Requests for rollover and/or payment of unused personal leave must be received in the business office by May 15<sup>th</sup>.

No more than the following numbers of ~~teachers~~educators may be gone on personal leave at any one time. Exceptions will be made at the discretion of the building principal.

~~4-3~~ TeachersEducators at the Elementary level (K-5)

~~2-1~~ TeachersEducators at the Middle School level (6-8)

~~3-2~~ TeachersEducators at the High school level (9-12)

**D. Family Medical Leave**

Pregnancy leave, family medical leave, and parental leave will be administered according to statute ORS Chapter 659.

**E. Leave of Absence**

Upon approval, leaves of absence may be allowed after seven (7) years in the District for a one (1) year's leave of absence. A maximum of two (2) persons will be eligible for leaves of absence from the District, for one (1) year. Upon return, teachereducators shall retain their seniority held at the time of their leave of absence, all other benefits shall not accrue during this leave of absence.

**F. Bereavement Leave**

Bereavement leave will follow OFLA guidelines. District will pay up to a maximum of five (5) days for each death in the immediate family during any school year. Definition of immediate family is as follows: Spouse, children, grandchildren or grandparents of the employee or spouse; mother, father, former guardian, brother or sister of the employee or spouse, or any relative who is the resident responsibility of the employee.

**G. Jury Duty**

Employees summoned for jury duty will be paid their regular salary, less the amount paid the employee by the court, with the exception of mileage fees. The District reserves the right to request the employee be exempted from jury duty if there is an emergency or if it were to create a hardship for the District.

**H. Court Duty**

Employees subpoenaed for a courtroom appearance having to do with their district employment, will be paid their regular salary, less the amount paid the employee by the requesting party, with the exception of mileage. This would not apply where the individual is appearing as a litigant or witness against the District or where the individual has been charged with a crime.

Formatted: Font: (Default) +Body (Calibri)

**Article 22 • Sick Leave Donation**

- A. Any teachereducator may, at his/her/their discretion, donate not more than two days of his/her/their accumulated sick leave to a fellow teachereducator who has exhausted his/her/their own sick leave to personal illness. This donation is available for absences due to personal illness or injuries that meet the definition of a serious health condition under the Oregon Family Leave Act (OFLA) and/or the Federal Family and Medical Leave Act (FMLA). The total of such donated sick leave shall not exceed the number of sick leave days accrued by the recipient on the date the illness began, nor shall more than thirty (30) days of sick leave be donated for this purpose to a single recipient during the current school year. The thirty (30) day limit shall be prorated accordingly for part time teachereducators. (Example: a 62.5 percent employee would be eligible for  $.625 \times 30 = 18.75$  days of donated sick leave or portion thereof depending upon accumulation at the time the illness began.)
- B. All donations shall come from currently accumulated sick leave of the donor and donated sick leave days shall be re-accumulated by the donor at the usual rate as specified by this Agreement. The donor and the recipient shall have no later than five (5) working days after the recipient returns to work to notify the Business Office of the requested sick leave transfer on forms provided by the District.

- C. No other forms of leave are transferable under this Agreement.
- D. The Association agrees to hold the District harmless against any and all claims, suits, orders or judgments brought against the District as a result of the provisions of this Article. The District agrees to notify the Association promptly of any claim and to cooperate with the Association and its designated counsel in the defense of any claim.

### **Article 23 • General Provisions**

#### **A. Separability**

In accordance with Oregon law, in the event any words or sections of this Agreement are declared to be invalid by any court of competent jurisdiction, by ruling of the Employment Relations Board, by statute or Constitutional amendment or by the inability of the employer or the employees to perform the terms of the Agreement, then upon request of either party the invalid words or sections of the Agreement shall be reopened for negotiations.

#### **B. Compliance Between Individual Contract and Agreement**

Any individual contract between the Board and an individual ~~teacher~~educator heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

#### **C. Management Rights**

The District hereby retains and reserves unto itself all powers, rights, authority and duties, including all rights invested in it by the laws and Constitution of the State of Oregon and the United States. In the exercise of its powers, rights, authority and duties, the District shall be limited only by the express provisions of this Agreement. The Board reserves the right to create, combine, or eliminate any positions as, in its judgment, is deemed necessary.

#### **D. No Strike**

During the terms of this Agreement, neither the Association nor its members will participate in a strike, slowdown or withholding or reduction of services against the District. In the event of a violation of this provision by the Association or any of its members, the District may discipline and/or discharge any individual involved in such activities. [This provision shall not apply to disputes arising out of bargaining obligations under ORS 243.698 \(Expedited Bargaining Process\) or 243.702 \(Renegotiation of Invalid Provisions\) if the District provides notice of intent to unilaterally implement its last offer and the Association thereafter provides the required ten \(10\) day notice of intent to strike, as required by the Public Employee Collective Bargaining Act.](#)

#### **E. No Lockout**

The District shall not participate in a lockout of members of the Association for the duration of this Agreement.

### **Article 24 • Duration of Agreement**

This Agreement shall be effective July 1, ~~2021-2023~~ and shall remain in effect until June 30, ~~2023~~2026, regarding wages, benefits, and contract language. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to bargain with respect to wages, hours and other terms and conditions of employment.

IN WITNESS WHEREOF, the Association has caused this Agreement to be signed by its President and the Board has caused this Agreement to be signed by its Chairman.

\_\_\_\_\_  
Association President

\_\_\_\_\_  
Board Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved by Board: \_\_\_\_\_

## APPENDIX A

### 2023-24 CERTIFIED SALARY SCHEDULE- 190 DAY

Step	BA+0	BA+15	BA+30	MA+0	MA+15	MA+30	MA+45	MA+60
1	\$42,992	\$44,566	\$46,138	\$49,286	\$50,859	\$52,433	\$54,007	\$55,581
2	\$44,710	\$46,284	\$47,858	\$51,006	\$52,579	\$54,153	\$55,726	\$57,300
3	\$46,432	\$48,004	\$49,578	\$52,726	\$54,299	\$55,873	\$57,447	\$59,019
4	\$48,149	\$49,723	\$51,296	\$54,443	\$56,017	\$57,591	\$59,165	\$60,739
5	\$49,868	\$51,442	\$53,016	\$56,163	\$57,737	\$59,310	\$60,885	\$62,457
6	\$51,589	\$53,163	\$54,735	\$57,883	\$59,456	\$61,030	\$62,604	\$64,178
7	\$53,307	\$54,881	\$56,455	\$59,603	\$61,177	\$62,749	\$64,323	\$65,897
8	\$55,029	\$56,601	\$58,175	\$61,323	\$62,897	\$64,470	\$66,044	\$67,616
9	\$56,748	\$58,321	\$59,894	\$63,041	\$64,615	\$66,189	\$67,763	\$69,337
10	\$58,467	\$60,041	\$61,615	\$64,762	\$66,336	\$67,910	\$69,484	\$71,057
11	\$60,187	\$61,761	\$63,335	\$66,481	\$68,054	\$69,628	\$71,202	\$72,776
12	\$61,905	\$63,479	\$65,053	\$68,201	\$69,776	\$71,350	\$72,921	\$74,496
13	\$63,627	\$65,200	\$66,773	\$69,921	\$71,495	\$73,069	\$74,643	\$76,215
14	\$65,346	\$66,920	\$68,493	\$71,640	\$73,213	\$74,787	\$76,361	\$77,935
15	\$67,066	\$68,639	\$70,213	\$73,360	\$74,934	\$76,508	\$78,082	\$79,656
16				\$75,081	\$76,653	\$78,227	\$79,800	\$81,374
Longevity	\$68,531	\$70,104	\$71,678	\$76,546	\$78,118	\$79,692	\$81,265	\$82,839

### 2024-25 CERTIFIED SALARY SCHEDULE - 190 DAY

Step	BA+0	BA+15	BA+30	MA+0	MA+15	MA+30	MA+45	MA+60
1	\$44,712	\$46,349	\$47,984	\$51,257	\$52,893	\$54,530	\$56,167	\$57,804
2	\$46,498	\$48,135	\$49,772	\$53,046	\$54,682	\$56,319	\$57,955	\$59,592
3	\$48,289	\$49,924	\$51,561	\$54,835	\$56,471	\$58,108	\$59,745	\$61,380
4	\$50,075	\$51,712	\$53,348	\$56,621	\$58,258	\$59,895	\$61,532	\$63,169
5	\$51,863	\$53,500	\$55,137	\$58,410	\$60,046	\$61,682	\$63,320	\$64,955
6	\$53,653	\$55,290	\$56,924	\$60,198	\$61,834	\$63,471	\$65,108	\$66,745
7	\$55,439	\$57,076	\$58,713	\$61,987	\$63,624	\$65,259	\$66,896	\$68,533
8	\$57,230	\$58,865	\$60,502	\$63,776	\$65,413	\$67,049	\$68,686	\$70,321
9	\$59,018	\$60,654	\$62,290	\$65,563	\$67,200	\$68,837	\$70,474	\$72,110
10	\$60,806	\$62,443	\$64,080	\$67,352	\$68,989	\$70,626	\$72,263	\$73,899
11	\$62,594	\$64,231	\$65,868	\$69,140	\$70,776	\$72,413	\$74,050	\$75,687
12	\$64,381	\$66,018	\$67,655	\$70,929	\$72,567	\$74,204	\$75,838	\$77,476
13	\$66,172	\$67,808	\$69,444	\$72,718	\$74,355	\$75,992	\$77,629	\$79,264
14	\$67,960	\$69,597	\$71,233	\$74,506	\$76,142	\$77,778	\$79,415	\$81,052
15	\$69,749	\$71,385	\$73,022	\$76,294	\$77,931	\$79,568	\$81,205	\$82,842
16				\$78,084	\$79,719	\$81,356	\$82,992	\$84,629
Longevity	\$71,259	\$72,895	\$74,532	\$79,594	\$81,229	\$82,866	\$84,502	\$86,139

## APPENDIX A (Cont'd)

### 2024-25 CERTIFIED SALARY SCHEDULE - 190 DAY

Step	BA+0	BA+15	BA+30	MA+0	MA+15	MA+30	MA+45	MA+60
1	\$46,500	\$48,203	\$49,903	\$53,307	\$55,009	\$56,711	\$58,414	\$60,116
2	\$48,358	\$50,060	\$51,763	\$55,168	\$56,869	\$58,572	\$60,273	\$61,976
3	\$50,221	\$51,921	\$53,623	\$57,028	\$58,730	\$60,432	\$62,135	\$63,835
4	\$52,078	\$53,780	\$55,482	\$58,886	\$60,588	\$62,291	\$63,993	\$65,696
5	\$53,938	\$55,640	\$57,342	\$60,746	\$62,448	\$64,149	\$65,853	\$67,553
6	\$55,799	\$57,502	\$59,201	\$62,606	\$64,307	\$66,010	\$67,712	\$69,415
7	\$57,657	\$59,359	\$61,062	\$64,466	\$66,169	\$67,869	\$69,572	\$71,274
8	\$59,519	\$61,220	\$62,922	\$66,327	\$68,030	\$69,731	\$71,433	\$73,134
9	\$61,379	\$63,080	\$64,782	\$68,186	\$69,888	\$71,590	\$73,293	\$74,994
10	\$63,238	\$64,941	\$66,643	\$70,046	\$71,749	\$73,451	\$75,154	\$76,855
11	\$65,098	\$66,800	\$68,503	\$71,906	\$73,607	\$75,310	\$77,012	\$78,714
12	\$66,956	\$68,659	\$70,361	\$73,766	\$75,470	\$77,172	\$78,872	\$80,575
13	\$68,819	\$70,520	\$72,222	\$75,627	\$77,329	\$79,032	\$80,734	\$82,435
14	\$70,678	\$72,381	\$74,082	\$77,486	\$79,188	\$80,889	\$82,592	\$84,294
15	\$72,539	\$74,240	\$75,943	\$79,346	\$81,048	\$82,751	\$84,453	\$86,156
16				\$81,207	\$82,908	\$84,610	\$86,312	\$88,014
Longevity	\$74,094	\$75,795	\$77,498	\$82,762	\$84,463	\$86,165	\$87,867	\$89,569

**APPENDIX B**  
**Knappa School District**  
**Athletic Extra Duty Salary Schedule - 2023-2026**

	<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>
<b>High School:</b>			
Athletic Director	\$14,656	\$14,949	\$15,248
Head Football, Volleyball, Basketball, Wrestling, Softball, Baseball, Cross Country, Track	\$4,885	\$4,983	\$5,083
<b>High School Assistant Coaches:</b>			
Football, Volleyball, Basketball, Wrestling, Softball, Baseball, Track	\$3,875	\$3,953	\$4,032
<b>Elementary:</b>			
Athletic Director	\$3,468	\$3,537	\$3,608
Middle School Coach per season	\$1,515	\$1,545	\$1,576

**Non-Athletic Duty Schedule – 2023-2026**

	<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>
9th and 10th Grade Advisor (2 people per grade)	\$251	\$256	\$261
11th and 12th Grade Advisor (2 people per grade)	\$501	\$511	\$521
K-12 Choir/Band Music	\$3,008	\$3,068	\$3,129
Head Drama Coach	\$3,008	\$3,068	\$3,129
Student Council	\$1,379	\$1,407	\$1,435
Yearbook Adviser	\$3,615	\$3,687	\$3,761
FBLA Adviser	\$602	\$614	\$626
National Honor Society Adviser	\$1,326	\$1,353	\$1,380
Key Club	\$1,326	\$1,353	\$1,380
Forestry Advisor	\$2,400	\$2,448	\$2,497

**Knappa School District #4  
Board Meeting Background Information**

Policy  
 Financial  
 Discussion

Vision & Goals  
 Information  
 Resolution

**Item Title: Approval of Builder’s Risk Policy with Great American Insurance Company (Admitted in Oregon).**

**Presenter: Dr. Bill Fritz, Superintendent**

**Background Information Related to this Issue:**

Brown and Brown serves as Knappa School District’s insurance broker. On our behalf, they have shopped the builder’s risk policy for Phase 2 of the Bond Construction. There were able to procure quotes from two companies. The builder’s risk market is especially challenged due to increases in wildfires in our state, and wood frame construction is especially difficult for which to find insurance.

The recommended policy has a \$50,000 deductible.

The recommended policy does not include the renovation work to the schools, as that is covered by our existing policy with PACE.



**Background (con't)****Financial Impact:**

The insurance cost is \$120,578. At the schematic design phase, the budget noted \$109,716 for insurance. The additional cost is now included within the balanced bond budget. The value - engineered savings accomplished by moving to wood frame construction from CMU far exceeds the additional cost of this insurance

**Recommended Action:**

It is the recommendation of the Superintendent that the Board authorize the Superintendent to engage with Great American Insurance (Admitted in Oregon) for builder's risk insurance in the amount of \$120,578.00

Bianne Tyerman  
Brown & Brown Northwest - Portland  
PO Box 29018  
Portland, OR 97296

Jun 30, 2023

Re: Knappa School District #4, Ref# 11511386-B  
Proposed Effective 7/20/2023 to 7/20/2025

Dear Bianne:

We are pleased to confirm the attached quotation for Builders Risk - \$50K ded being offered with **Great American Insurance Company**. This carrier is **Admitted** in the state of **OR**. Please note that this quotation is based on the coverage, terms and conditions as stated in the attached quotation, which may be different from those requested in your original submission. As you are the representative of the Insured, it is incumbent upon you to review the terms of this quotation carefully with your Insured, and reconcile any differences from the terms requested in the original submission. CRC Insurance Services, Inc. disclaims any responsibility for your failure to reconcile with the Insured any differences between the terms quoted as per the attached and those terms originally requested. The attached quotation may not be bound without a fully executed CRC brokerage agreement.

**NOTE: The Insurance Carrier indicated in this quotation reserves the right, at its sole discretion, to amend or withdraw this quotation if it becomes aware of any new, corrected or updated information that is believed to be a material change and consequently would change the original underwriting decision.**

Should coverage be elected as quoted per the attached, Premium and Commission are as follows:

**Premium:** \$117,078.00  
Broker Fee \$3,500.00  
  
**Grand Total:** \$120,578.00

<b><i>Option to Elect Terrorism Coverage</i></b>
<b>TRIPRA Premium: NOT APPLICABLE</b>
<b>Additional Taxes:</b>
<b>Total Including TRIA(if elected) \$120,578.00</b>

**Commission: 10%**

**MEP: 1000%**

**Broker Fees & Policy Fees are Fully Earned at Binding**

**NOTE: If insured is located outside your resident state, you must hold appropriate non-resident license prior to binding.**

Upon requesting quotes and/or placement for the coverage listed herein, the producing retail broker hereby confirms that he/she has performed any and all diligent searches, as may be required by statute, for coverage through licensed carriers or other means of placement, and as necessary maintain proof of declination. Where allowed by governing statutes, "diligent effort" may not require an actual physical search and declination on each risk, but may be based on the retail producing broker's own experience, opinion and overall knowledge of acceptability in the admitted marketplace.

---

CRC is compensated in a variety of ways, including commissions and fees paid by insurance companies and fees paid by clients. Some insurance companies pay brokers supplemental commissions (sometimes referred to as "contingent commissions" or "incentive commissions"), which is compensation that is based on a broker's performance with that carrier. These supplemental commissions may be based on volume, profitability, retention, growth or other measures. Even if a contingent commission agreement exists with a carrier, we recognize that our responsibility is to promote the best interests of the policyholder in the selection of an insurance company. For more information on CRC's compensation, please contact your CRC broker.

---

### **Financing Insurance Premiums**

Premium financing budgets insurance payments and improves liquidity for other business objectives: working capital, business growth, business expansion.

If your clients choose to pay their insurance in monthly installments, it's fast and easy with AFCO Credit Corporation, which is an affiliate of CRC, providing premium financing solutions for companies across the United States.

You can learn more about how premium financing works and how it can expand your relationship with your clients by emailing [afcodirect@afco.com](mailto:afcodirect@afco.com); or call toll-free **877-317-6437**, option 1. Additional information is available at <https://www.afco.com/partners/crc.html>.

---

Sincerely,

Natalie Sienkiewicz  
(425) 489-4555  
nsienkiewicz@crcgroup.com  
11511386



Property & Inland Marine Division

Date: June 30, 2023

APPLICANT: Knappa School District #4 New Business

This Quote is valid for 30 days.

Issuing Company: Great American Insurance Company

AM Best Rating: A+ (Superior)

Policy Term: 07/20/2023 to 07/20/2025

Coverage(s)		Premium(s)
Commercial Inland Marine		
Builders Risk	\$	117,078.00
Terrorism	\$	0.00
<b>TOTAL PREMIUM:</b>	<b>\$</b>	<b>117,078.00</b>

**This Quote is subject to:**

- Satisfactory loss prevention survey, if applicable
- Compliance with loss prevention recommendations, if applicable
- Please confirm the safeguards of materials while at the jobsite
- Please provide a site contact name, email address and phone number of someone at jobsite. Confirm site to be fenced 6' fence, locked and gated

See following page(s) for detailed quote information.

If you or your agency becomes aware of any additional losses or claims activity on this account, please notify us prior to the effective date of this coverage so that we may re-evaluate the terms of this quote. Failure to do so may constitute misrepresentation. Loss or claims activity includes but is not limited to: losses not yet reported, losses not covered by their current policy, self-insured losses or losses below the deductible amount.

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance.

This proposal provides a summary of coverage. For a complete description and all terms, conditions and exclusions, please refer to our policy forms which are available upon request. In the event of a conflict, the actual terms, conditions, limitations and exclusions of the policy shall prevail.



## Builders Risk

**Date:** June 30, 2023

**RE:** Knappa School District #4

**New Business**

Submission # 7961262

**Coverage:** Builders Risk

**Coverage Form:** Cornerstone Complete

**Policy Term:** 07/20/2023 to 07/20/2025

**Project Description:**

41535 Old Highway 30, Astoria, OR 97103

2 new ground-up construction at Knappa School District #4:

1. Middle School Added 6,800 sf Value: \$7,462,457 / 2 stories / ISO-1-Wood Frame
2. Gymnasium Added 9,120 sf Value: \$10,252,522 / 2 stories / ISO-1-Wood Frame

<u>Coverages</u>	<u>Limits of Insurance</u>
Any one "Loss"	\$ 17,714,979
New Construction at any one construction "project"	
41535 Old Highway 30, Astoria, Oregon 97103	\$ 5,531,701
41535 Old Highway 30, Astoria, Oregon 97103	\$ 7,599,895
Usable "Existing Structure(s)" at any one construction "project"	
41535 Old Highway 30, Astoria, Oregon 97103	\$ 0
41535 Old Highway 30, Astoria, Oregon 97103	\$ 0
Time Element at any one "project"	\$ 4,583,277

**Additional Coverages:**

*The coverages below apply at each covered "project" location and are in addition to the Limits of Insurance (shown above)*

Contract Damages	\$ 100,000
Crane Re-Erection Costs	\$ 100,000
Crime Reward	\$ 10,000
Debris Removal	25% of Direct Physical "Loss" Amount
Additional Debris Removal Expense	\$ 250,000 Additional Limit if Direct Physical "Loss" and Debris Removal expense exceed Limit of Insurance
Extra and Expediting Expense	\$ 200,000
Fire Department Service Charges	\$ 100,000

Fire Protection Equipment	\$	25,000
Fungus	\$	10,000
Green Coverage	\$	50,000
Landscape Property	\$	100,000
Loss Data Preparation	\$	10,000
Office Trailer Contents	\$	10,000
Plans and Records	\$	25,000
Pollutant Clean Up and Removal	\$	25,000
Project Escalation and Change Order		5%
Recycling and Salvage Expense	\$	10,000
Removal Expense	\$	100,000
Sewer BackUp	\$	25,000
Temporary Locations	\$	350,000
Temporary Structures/Project Trailers	\$	100,000
Temporary Works	\$	100,000
Transit	\$	350,000

<u>Optional Coverages</u>	<u>Limits of Insurance</u>
---------------------------	----------------------------

**Earthquake** Not Covered

**Equipment Breakdown** Included

<u>Jobsite Number(s)</u>	<u>Location(s)</u>
1	41535 Old Highway 30, Astoria, Oregon 97103
2	41535 Old Highway 30, Astoria, Oregon 97103

Equipment Breakdown: \$20,000 Deductible per building applies

**Flood** Not Covered

**Ordinance or Law**

- A - Loss to Undamaged Portion of Building
Covered
- B - Demolition Cost Coverage
Not Covered
- C - Increased Cost of Construction
Not Covered

**Rain, Sleet, Snow, Hail or Ice** \$ 100,000  
 (Covered Property not in fully enclosed building or structure)  
 Deductible applies per building

**Business Income** Not Covered

**Rental Value** Not Covered

**Soft Costs**

\$ 4,583,277

Applies to only those indicated below:

- ( X ) A. Interest on Construction Loans and Loan Renegotiation Costs.
- ( X ) B. Advertising and Promotional Expenses.
- ( X ) C. Realty Taxes, License Fees or Permit Fees.
- ( X ) D. Architectural or Engineering Supervisory or Consulting Fees.
- ( X ) E. Lease Renegotiation Costs.
- ( X ) F. Insurance Premiums (Builders Risk, Workers Comp and General Liability).
- ( ) G. Other:

**Deductible(s), Valuation & Coinsurance**

**Deductible(s):**

Cornerstone Complete	\$	50,000	Deductible applies per building
Rain, Sleet, Snow, Hail or Ice	\$	50,000	
Equipment Breakdown	\$	50,000	
Sewer Backup	\$	10,000	
Time Element			10 Days Waiting Period

**Valuation:**

New Construction Work	Replacement Cost
Contractor's reasonable overhead and profit	Included
Usable Existing Structure	Functional Value

**Coinsurance:**

None

**Premium(s)/Rate(s)**

Coverage(s)	Premium(s)	Minimum Premium(s)
Builders Risk	\$ 82,978.00	\$ 1,000.00
Equipment Breakdown	\$ 788.00	
Soft Costs	\$ 33,312.00	
Rain, Sleet, Snow, Hail or Ice	Included	

**PREMIUM SUMMARY**

Coverage(s)	Premium(s)
Builders Risk	\$ 117,078.00
Terrorism	\$ 0.00
<b>Total Premium</b>	<b>\$ 117,078.00</b>

**Forms and Endorsements**

Cornerstone Complete Declarations (CM8776)



Cornerstone Complete Coverage Form (CM8762)

Cornerstone Complete Schedule Of "Projects" And Coverage (CM8763)

Lighting And "Fencing" Requirement (CM8768)

Multiple Deductible Endorsement (CM8196)

Nonrenewal Notice Endorsement (CM7907)

**POLICYHOLDER DISCLOSURE  
NOTICE OF TERRORISM  
INSURANCE COVERAGE**

Coverage for acts of terrorism is included in your policy. You are hereby notified that the Terrorism Risk Insurance Act, as amended in 2019, defines an act of terrorism in Section 102(1) of the Act: The term “act of terrorism” means any act or acts that are certified by the Secretary of the Treasury--in consultation with the Secretary of Homeland Security, and the Attorney General of the United States--to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

**Terrorism coverage** for acts of terrorism that are certified under the federal program as an act of terrorism is included.

**Memorandum of Understanding between  
Knappa Education Association and Knappa School District**

Professional Development Day

Whereas Knappa Education Association and Knappa School District agree that educator professional development benefits both students and educators,

The parties agree that there shall be one professional development day added to the work calendar for the 2023-24 and 2024-25 work calendars for teachers, which shall be compensated at the per diem rate for each individual represented employee.

The day during the 2024-25 school year shall be conditioned on Knappa School District receiving at least the same amount of Title IIa resources for teacher professional development as received in 2023-24.

This MOU may be renewable for the 2025-26 contract year by mutual agreement.

This MOU is not part of the status quo collective bargaining agreement moving forward.

For the Association \_\_\_\_\_ Date \_\_\_\_\_

For the District \_\_\_\_\_ Date \_\_\_\_\_

**Memorandum of Understanding  
between  
Knappa School District  
and  
Knappa Education Association**

**Educators with Emergency Licenses**

WHEREAS, on occasions, Knappa School District needs to hire teachers with TSPC Emergency Licenses,

WHEREAS, emergency licenses are temporary until either the educator earns a degree and full licensure or the license expires, and

WHEREAS, individuals with emergency licenses do not hold a Bachelor's Degree,

THEREFORE, the parties agree to the following:

- 1) Emergency Licenses will only be recommended for candidates in situations where no qualified regularly licensed educators are available.
- 2) Educators with emergency licenses shall be subject to the following "legacy" salary schedule for their first three years:

Step 1 \$39,881  
Step 2 \$41,475  
Step 3 \$43,072

And may advance in steps during their tenure with the district.

- 3) At the time when an educator earns a non-emergency license, they shall be transferred to the same step they occupied from the emergency schedule to the standard salary schedule (they shall not revert back to step 1)
- 4) The emergency licensed educators shall be considered as educators eligible for membership in Knappa Education Association.
- 5) Knappa School District shall assign a mentor to each emergency licensed educator to assist them with growing into the profession.

6) Educators with emergency licenses shall be evaluated in the same way as probationary teachers and the District shall follow ORS 342-835 with regards to any discharge or non-renewal processes.

This Memorandum of Understanding shall be in effect from the date of signature until June 30, 2026 unless modified by mutual agreement of the parties.

\_\_\_\_\_  
For the District

\_\_\_\_\_  
For the Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Memorandum of Understanding between  
Knappa School District and  
Knappa Education Association

WHEREAS, Knappa School District and Knappa Education Association have no language in the legacy Collective Bargaining Agreement pertaining to “pay draws” (mid-month cash advances),

And WHEREAS, Knappa School District has, on occasion, allowed certificated employees to take a pay draw,

And WHEREAS, the parties wish to work together to amicably end the practice of pay draws without undue challenge to educators,

The Parties agree that certificated employees who have taken pay draws in the past, may take up to two draws during the 2023-24 school year, and draws will be discontinued in the 2024-25 school year. These draws in 2023-24 shall be requested by 5 pm on the 10th of a given month to be processed by the 15th of that same month.

The District shall provide financial counseling to employees as part of the Employee Assistance Program as a resource to educators who are navigating the process of a reduction and elimination of draws, and shall provide this information to anybody who requests a draw during the 2023-24 school year.

This Memorandum of Understanding resolves the pay draw matter and the Association shall not have the ability to further request bargaining due to a change in practice on the matter of pay draws for educators.

\_\_\_\_\_

For Knappa School District

\_\_\_\_\_

Date

\_\_\_\_\_

For Knappa Education Association

\_\_\_\_\_

Date



# Financial Summary Information

## Service Credit Allocations

	ADMw 2021 Estimate	ADMw(e) 5/19/22 ODE estimate	ADM % to to total	ADM % to total for service and core credits	2023-24 at at \$9.5 B	2022-23 LSP allocations	2023-24 variance to 2022-23 LSP allocations
<b>Clatsop County School Districts</b>							
Astoria	2,205.66	2,072.02	1.77%	4.36%	\$652,056	\$611,356	\$40,700
Jewell	302.9	294.05	0.25%	0.62%	\$92,536	\$86,351	\$6,185
Knappa	667.96	634.93	0.54%	1.34%	\$199,810	\$185,439	\$14,371
Seaside	1,980.96	1,897.93	1.62%	4.00%	\$597,270	\$550,358	\$46,912
Warrenton- Hammond	1,255.65	1,230.89	1.05%	2.59%	\$387,356	\$344,766	\$42,590
<b>Columbia County School Districts</b>							
Clatskanie	946.71	956.46	0.82%	2.01%	\$300,994	\$262,256	\$38,738
Rainier	1,073.02	1,064.59	0.91%	2.24%	\$335,022	\$292,989	\$42,033
Scappoose	2,798.35	2,538.68	2.16%	5.35%	\$798,911	\$715,515	\$83,396
St. Helens	3,348.35	3,242.72	2.77%	6.83%	\$1,020,470	\$933,542	\$86,928
Vernonia	781.80	780.22	0.67%	1.64%	\$245,532	\$230,759	\$14,773
<b>Tillamook County School Districts</b>							
Neah-Kah-Nie	1,035.54	919.54	0.78%	1.94%	\$289,375	\$288,768	\$607
Nestucca Valley	684.65	712.38	0.61%	1.50%	\$224,183	\$192,335	\$31,848
Tillamook	2,691.98	2,547.71	2.17%	5.37%	\$801,753	\$771,605	\$30,148
<b>Washington County School Districts</b>							
Banks	1,296.43	1,185.90	1.01%	2.50%	\$373,198	\$365,479	\$7,719
Beaverton		46,236.35	39.43%				
Forest Grove	7,502.83	7,220.61	6.16%	15.21%	\$2,272,294	\$2,089,705	\$182,589
Gaston	748.12	665.74	0.57%	1.40%	\$209,505	\$207,361	\$2,144
Hillsboro		23,543.45	20.08%				
Sherwood	5,991.30	5,540.12	4.72%	11.67%	\$1,743,452	\$1,660,645	\$82,807
Tigard-Tualatin	14,699.28	13,976.92	11.92%	29.44%	\$4,398,476	\$4,056,819	\$341,657

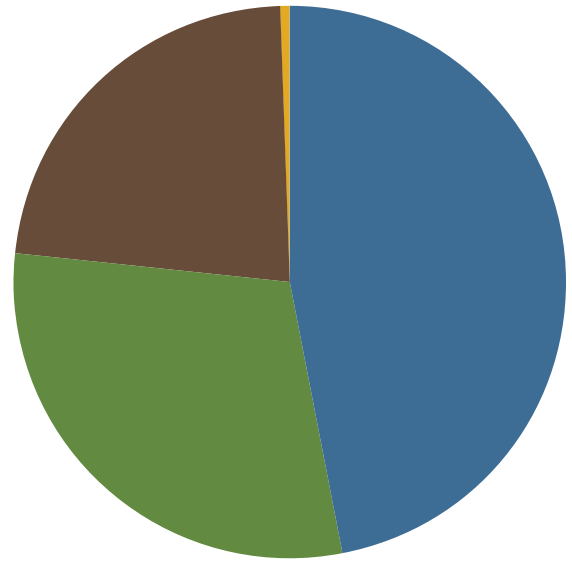
2023-24 Estimates

# Core Services

*These estimates are based on a \$9.5 billion State School Fund. Estimates for Beaverton and Hillsboro are based on a 3% rollup.*

**Core Services:** \$4,965,969

- Technology: \$2,827,785
- County Allocations: \$1,791,099
- Instruction: \$1,377,428
- Miscellaneous: \$26,546



**Beaverton and Hillsboro School Districts:**

- Regional Innovations: \$666,326
- Professional Development: \$370,743



**Total Core Services:** \$6,003,037

# County Allocations



Clatsop County

\$291,680



Columbia County

\$358,377



Tillamook County

\$238,651



Washington County

\$902,391

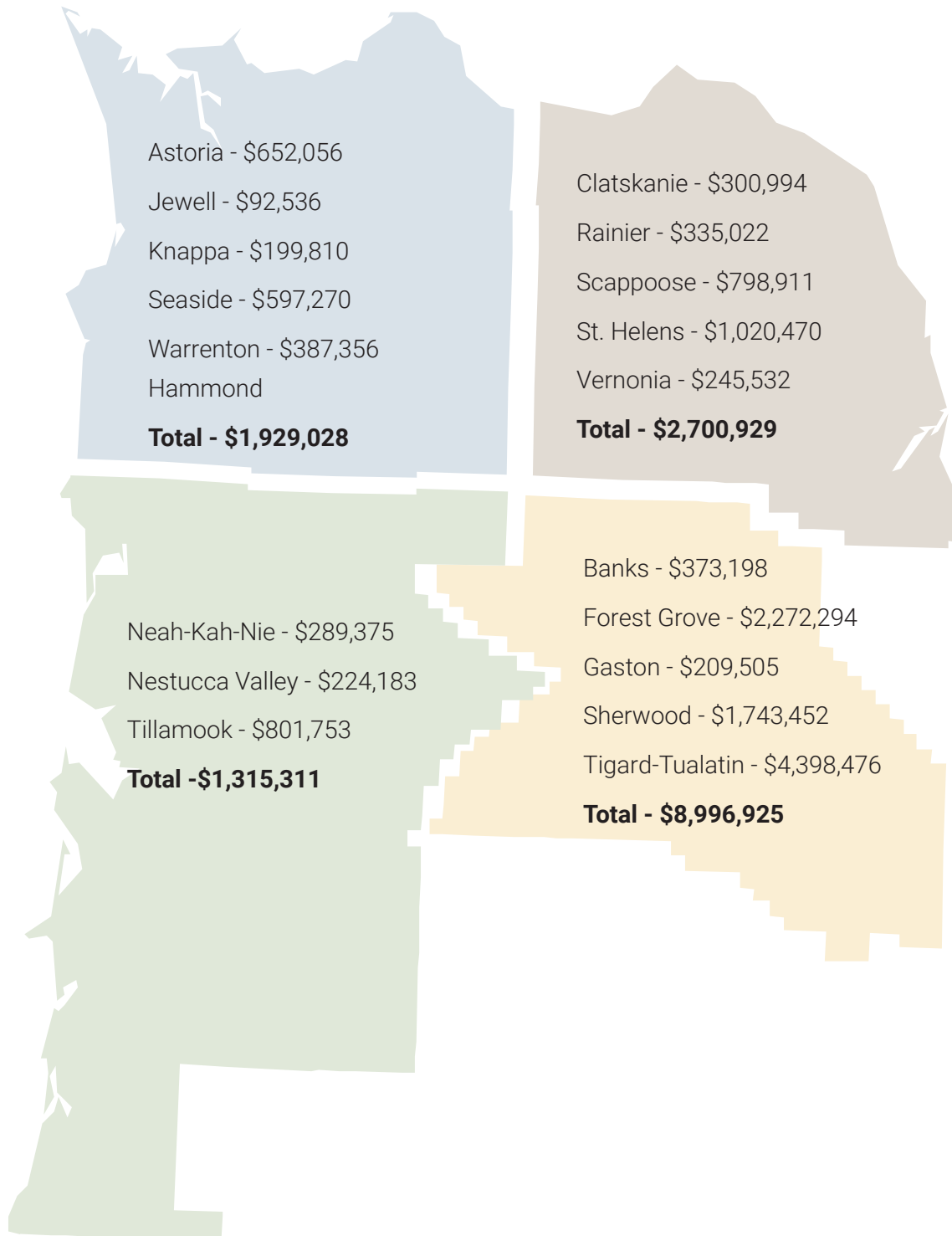




## 2023-24 Estimates

# Service Credits

These estimates are based on a \$9.5 billion State School Fund.



# Knappa School District Profile

**Superintendent:** Bill Fritz, Ph.D.

**Population (2021-22):** 468 students • 33 teachers

**Schools:** Knappa Preschool • Hilda Lahti Elementary School • Knappa High School • Knappa Virtual Academy



## Service Highlights

Through the local service plan and grant-funded services, NWRESD partners with school districts in dozens of ways. This summary sheet provides a few of the highlights from our partnership with Knappa schools.

### Financial Highlights



- \$7,171 funds leveraged through administrative claiming in the 2021-22 school year.
- \$34,507 in proportional benefit from regional competitive grants awarded in 2021-22.

### Early Learning



15 babies and young children enrolled in Early Intervention/Early Childhood Special Education (EI/ECSE) (Nov. 2022).



11 babies and young children evaluated for eligibility to receive EI/ECSE services (July 2021 to June 2022).

### Instructional Services

**PROGRAM PARTICIPATION:**

- 9th Grade Success Network
- Attendance Services
- Early Literacy Network
- English Language Learner Consortium
- Instructional Coaching Network
- Migrant Education Program
- Multi-Tiered System of Supports (MTSS)
- Social, Emotional, and Mental Health Network
- STEM Hub

Photo: NWRESD's Early Learning Hub created a [database of free preschools in Clatsop County](#), coordinating photoshoots so families could preview sites.

## K-12 Special Education

7

special education staff support the district in specialty areas that include augmentative communication, assistive technology, autism, audiology, occupational therapy, physical therapy and hearing services (as of November 2022).

## Technology

### SERVICE USAGE:

- Criminal Background Check System
- Follett Destiny Library & Resource Manager
- Forecast 5
- Home School Application
- iVisions
- Network Services
- Online Learning: Canvas, ORVED
- Oregon Data Suite
- ORSpEd Application
- Restraint and Seclusion Application
- Security: Tech. Management, Incident Response
- Synergy Student Information System
- Technology Support Cooperative
- Technology Site Support
- Truancy Application

## Story time!



In October, educators from across the region learned how to conduct story circles. Much like community conversations, listening sessions, town halls and focus groups, story circles are a facilitation strategy for inviting multiple perspectives, building collective understanding, and revealing the kaleidoscope of human experiences within a community. Knappa Superintendent Bill Fritz attended. He shared:

*"One of the things we learned is that there is a parental interest in improved playgrounds, including the facility, but also how our students' play is facilitated. We wouldn't have learned that if we hadn't done the story circles."*

Read the full story: [Story Circles Reveal Deeper Narratives the Surveys and Town Halls Don't](#)

### READ MORE:

- [Early Learning Hub Connects Families to Free Preschool](#)



(503) 614-1428



NWRESD.ORG



COMMUNICATIONS@NWRESD.K12.OR.US

**Knappa School District #4  
Board Meeting Background Information**

<input type="checkbox"/> Policy	<input type="checkbox"/> Vision & Goals	<input checked="" type="checkbox"/> Curriculum & Instruction
<input checked="" type="checkbox"/> Financial	<input type="checkbox"/> Information	
<input type="checkbox"/> Discussion	<input type="checkbox"/> Resolution	

**Item Title: Alternative Education Program**

**Presenter: Dr. Bill Fritz, Superintendent**

**Background Information Related to this Issue:**

There are a few students in the Knappa School District who have struggled with our existing educational programs. Accordingly, the District plans to launch an alternative education program for fall of 2023.

Policy IGBHB outlines school board expectations for establishment of Alternative Education Programs and Policy IGBHA outlines alternative education programs, generally. Additionally, the Superintendent maintains administrative procedures for evaluating alternative education programs.

As part of the District's Board and ODE approved integrated guidance plan, we will receive resources for this program to cover salaries and resources.

The District plans to pilot an online curriculum to be facilitated by the alternative education teacher in her classroom – K-12 Stride. K-12 Stride is aligned with the Oregon Standards. Upon the pilot use of the material, if the team believes it is effective, we plan to bring forth a recommendation to the School Board for independent approval.

Students in this program will access the general education program, in accordance with their individual course plans and interests for electives, PE, and/or career and technical education. As students enter 11<sup>th</sup> and 12<sup>th</sup> grade, career internships are slated to support the students' rampway into viable careers and post-secondary learning. These might be connected with Clatsop Works (who plans to expand into school year programs, Tongue Point, Clatsop Community College and/or local employers.

Counseling will be embedded into the program.

**Background (con't)**

The Knappa team has been investigating other local alternative education programs, and the plan most closely resembles the program offered by the Warrenton School District.

Attendance will be counted in accordance with state requirements, which includes some flexibility for blended learning.

The District has been operating Knappa Virtual Academy since 2020 and students remain enrolled in that program. We would like to place that program under the umbrella of alternative education as well.

**Financial Impact:**

Program costs are covered through the Integrated Guidance programs, including High School Success and the Student Investment Act. Curriculum materials will be funded via HSS, SIA, and/or the district curriculum budget.

**Recommended Action:**

It is the recommendation of the Superintendent that the School Board authorize initiation of the Knappa High School alternative education program, including the current KVA program.

# KHS Alternative Education Program



# Alternative Education Team

Teacher: Jacqueline Whitten

Program Assistant: Claudine Hofman

Counseling Services: Chris Gremer, Sofia Ward, and Lisa Graham

Location: Classroom in CTE Building

# What is Alternative Education?

“Alternative education program” means a school or separate class group designed to best serve students’ educational needs and interests and assist students in achieving the academic standards of the school district and the state.

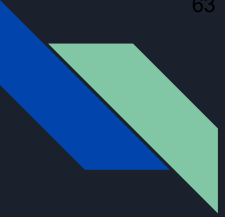


## What is the Goal?

Identify students who are unsuccessful in the general education setting and set them up in a program where they can find success. The end goal will be to get these students to graduation. However, GED pathways will also be explored when necessary.

# Plan for Year 1

- 7-10 Students
- K12 online curriculum (same curriculum Warrenton uses)
- Core Classes in Alt Ed Room (Math, Science, Social Studies, Language Arts)
- Electives & PE in General Education Setting
- Students will receive SpEd services in Resource Room
- Frequent check-ins from counseling team, including daily individual/group check-ins
- Develop a post-secondary plan for each student



Questions?

**Knappa School District #4  
Board Meeting Background Information**

Policy  
 Financial  
 Discussion

Vision & Goals  
 Information  
 Resolution

Capital Projects  
 Other

**Item Title:** Surplus Declaration for School Buses and Other Items

**Presenter:** Bill Fritz, Ph.D., Superintendent

**Background Information Related to this Issue:**

The District received delivery on two new school buses during spring of 2023 and will take delivery on a third bus in late July or early August.

The District was awarded a Department of Environmental Quality (DEQ) grant for these new buses, from which the district will receive approximately \$129,415. These grants are based on replacing diesel buses that have high emissions. As a requirement of the grant, three of our buses from the 2003-2009 era need to be destroyed (so they no longer pollute).

Additionally, there are pieces of playground equipment that are unable to be relocated, are outdated, are not well utilized, and/or do not fit into the new design. By surplussing these items, the district can dispose of them in a manner that gets best possible value for them.

**Background (con't)****Financial Impact:**

Once equipment is declared surplus, the buses will be rendered inoperable as a requirement of the grant and sold as scrap. When this is complete, the District will receive the DEQ reimbursement.

Playground equipment and lockers will be sold via bid process

**Recommended Action:**

It is the recommendation of the superintendent that the Board declare the buses and equipment noted on the attached list as surplus property.

Asset Number	Description	VIN
4	Ford E350 SUPER DUTY CUTAWAY VAN	1FDSE35F63HB37437
5	Navistar International 7.6 L 466 CID L6 International DT466 Diesel	4DRBUAAN95B988934
3	7.6 L 466 CID L6 International DT466	4DRBRAAL13B952944
	Ball Throw Recepticle - Playground Equipment	
	Swings - Set of 8	
	Arch Crawler Playground Equipment - Red	
	Play Structure w/ Platforms and Bars	
	Swings - Set of 8 w/ two toddler bucket swings	
	Parallel Bars Metal Play Structure	

**Knappa School District #4  
Board Meeting Background Information**

<input type="checkbox"/> Policy	<input type="checkbox"/> Vision & Goals
<input checked="" type="checkbox"/> Financial	<input type="checkbox"/> Information
<input type="checkbox"/> Discussion	<input type="checkbox"/> Resolution

**Item Title: Approval of Seismic Project Design and Preconstruction Contract**

**Presenter: Dr. Bill Fritz, Superintendent**

**Background Information Related to this Issue:**

In April of 2023, Knappa School District was awarded a seismic update grant from Business Oregon in the amount of \$2,495,720. The grant agreement was signed and executed on June 5, 2023. The District has a \$100,000 match obligation, which is slated to come from the maintenance budget.

When the District procured design-build services for the 2021 bond, an option existed within the RFQ to add the seismic work to the scope of work. Fortis Construction was named as the District's Design-Build Contractor. They are working with ZCS Engineering on this project. ZCS is familiar with the District's buildings as they were involved in the process of investigating the building's weaknesses and writing the seismic grant.

The attached proposal reflects the contract and costs for the design and preconstruction phase of the project, which needs approval now to have the project be completed timely.

The contract has been reviewed by the District's Owner's Representatives (Klosh Group) and they recommend proceeding.

The anticipated design completion date is Spring 2024

**Background (con't)**

**Financial Impact:**

The cost of the work is consistent with the original budget plan proposed to Business Oregon.

**Recommended Action:**

It is the recommendation of the Superintendent that the School Board approve the Seismic Design and Preconstruction Contract with Fortis Construction in the amount of \$330,160.



## Knappa High School Seismic Design-Build Proposal

<b>Design-Builder's Fee</b>	<b>4.80%</b>
Fee includes: 1. Project liability insurance 2. Corporate Activity Tax (CAT)	
Fee excludes: 1. Builder's risk insurance 2. Bonding premium 3. Design fees	
<b>Design-Builders Performance &amp; Payment Bond</b>	<b>0.75%</b>
<b>Design &amp; Preconstruction Cost</b>	<b>\$330,160</b>
Fee includes: 1. Design services specified in the RFP, anticipated for similar seismic projects and standard AIA service descriptions. 2. See ZCS proposal for the breakdown of drawing deliverables. 3. Construction administration for structural and architectural design.  4.. Building survey/assessment is limited to observational review of existing conditions.	
Fee excludes: 1. Mechanical, Electrical, Plumbing, and Fire Protection design and construction administration services. This will be proposed once the scope/design is defined. 2. Geotechnical Engineering (by KSD) 3. Environmental Survey, Testing and Assessment (by KSD) 4. Commissioning services (by KSD) 5. Third party code required inspections and testing (by KSD) 6. Land use consultant services 7. Food service design services 8. Building Information Modeling (BIM) 9. Building permit and other jurisdictional fees 10. Building needs assessment requiring sub surface and concealed condition investigation, GPR/scanning, LIDAR, exploratory demolition, testing or modeling. These services will be quantified once program is set and the design determines what of these services are required to support the design efforts.	
<b>Design-Builder's Staff Rates</b>	
<b>Classification</b>	<b>Rate per Hour</b>
Project Director	\$ 216.00
Precon Manager	\$ 183.00
Senior Estimator	\$ 168.00
Estimator	\$ 152.00
Sr. Project Manager	\$ 183.00
Project Manager	\$ 159.00
Project Engineer	\$ 106.00
BIM Manager	\$ 137.00
Superintendent	\$ 152.00
Assistant Superintendent	\$ 126.00
Safety Manager	\$ 130.00
Carpenter General Foreman	\$ 95.00
Carpenter Foreman	\$ 92.00
Carpenter Journeyman	\$ 85.00
Drywall General Foreman	\$ 100.00
Drywall Foreman	\$ 96.00
Drywall Journeyman	\$ 82.00
Labor General Foreman	\$ 83.00
Labor Foreman	\$ 81.00
Labor Journeyman	\$ 70.00
Note: The above stipulated fixed labor rates shall be utilized in determining the total cost of labor by multiplying the total hours worked times the labor rate for each applicable classification. These rates will be subject to escalation each year by change order or as pre-determined in the GMP Amendment.	

	Programing Engagement	Schematic Design	Design Development	Construction Documents	Permitting and Bidding	Construction Phase Services	Total
<b>Design Build Contractor</b>							
Fortis Constuction Inc	\$4,914	\$9,713	\$13,220	\$16,574	\$7,911	Future GMP	\$52,332
<b>Structural</b>							
ZCS Engineering	in SD	\$40,616	\$69,175	\$91,810	\$13,959	\$55,840	\$271,400
<b>Consultants</b>							
Pivot Architects	in above	in above	in above	in above	in above	in above	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Consultant Subtotal</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
A/E Contingency - 5%	\$0	\$812	\$1,384	\$1,836	\$279	\$1,117	\$5,428
<b>Total Precon and Professional Fees</b>	<b>\$4,914</b>	<b>\$50,329</b>	<b>\$82,395</b>	<b>\$108,384</b>	<b>\$21,870</b>	<b>\$55,840</b>	<b>\$329,160</b>
% fee by phase	1%	15%	25%	33%	7%	17%	
<b>Reimbursable Expenses</b>							
<b>Pre-Con/DB - Fortis</b>							
Surveyor (not included)							\$0
MEP (excluded)							\$0
Travel / Lodging (precon only)		\$1,000					\$1,000
Computers / Phones / Software (not included)							\$0
BIM (not included)							\$0
Exploratory Work / Scanning (not included)							\$0
Geotech (by KSD)							\$0
Commissioning (by KSD)							\$0
3rd Party Inspector (by KSD)							\$0
<b>Architectural</b>							in above
<b>Consultants</b>							in above
							\$0
<b>Reimbursable Total</b>							<b>\$1,000</b>
<b>Total PDB Preconstruction and Professional Services</b>							<b>\$330,160</b>

<b>Fortis</b>	Role	DB Mgr Design-Build Mgr/SPM	CEst:
		PM: Project Manager	
		PreC: Precon Manager	BIM:

**Phase 1 - Preconstruction / DB Management**

Project Phase	Role	Director	PreC	CEst	DB PM	Supt	Total	Total
Task Description	Rate	\$216	\$183	\$159	\$159	\$152	Hrs	Fee

**A. Conceptualization Phase - Program Validate (6 weeks)**

1. Project Management, PDB guide DB team coordination			6		18		24	\$3,960
2. Procurement and Contracting							0	\$0
[25]C[9] Programming and Design					6		6	\$954
6. Local code and regulation review and meeting							0	\$0
7. Constructability Reviews							0	\$0
8. Budget and Cost Management							0	\$0
<b>CP-PV</b>	<b>0</b>	<b>6</b>	<b>0</b>	<b>24</b>	<b>0</b>	<b>30</b>	<b>\$4,914</b>	

**B. Schematic Design (5 weeks)**

1. Meetings			5		5		10	\$1,710
2. Procurement and contracting							0	\$0
3. Design Management					5		5	\$795
6. AHJ Review Coordination							0	\$0
7. Constructability Review						4	4	\$608
8. Budget and Cost Management			10	20	10		40	\$6,600
<b>SD</b>	<b>0</b>	<b>15</b>	<b>20</b>	<b>20</b>	<b>4</b>	<b>59</b>	<b>\$9,713</b>	

**C. Design Development (12 wks)**

1. Meetings			12		12		24	\$4,104
2. Procurement and contracting							0	\$0
3. Design Management					12		12	\$1,908
6. Constructability Review						4	4	\$608
7. Budget and Cost Management			10	20	10		40	\$6,600
<b>SD</b>	<b>0</b>	<b>22</b>	<b>20</b>	<b>34</b>	<b>4</b>	<b>80</b>	<b>\$13,220</b>	

**D. Construction Documents/Bidding and GMP/Permitting Phase (16 weeks)**

1. Meetings			16		32		48	\$8,016
2. Procurement and contracting					10		10	\$1,590
3. Design Management					32		32	\$5,088
6. AHJ Review Coordination					4		4	\$636
7. Constructability Review / BIM					8	4	12	\$1,880
8. Bidding / GMP			5	20	20		45	\$7,275
<b>Construction Documents Totals</b>	<b>0</b>	<b>21</b>	<b>20</b>	<b>106</b>	<b>4</b>	<b>151</b>	<b>\$24,485</b>	

<b>Fortis</b>	<b>TOTAL</b>	<b>\$52,332</b>
---------------	--------------	-----------------

**Knappa School District #4  
Board Meeting Background Information**

<input type="checkbox"/> Policy	<input type="checkbox"/> Vision & Goals	<input checked="" type="checkbox"/> Capital Projects/Bond
<input checked="" type="checkbox"/> Financial	<input type="checkbox"/> Information	
<input type="checkbox"/> Discussion	<input type="checkbox"/> Resolution	

**Item Title: Authorization to Complete Design Development and enter into contract for the Construction Document Design and Construction Administration Phases of Bond Work**

**Presenter: Dr. Bill Fritz, Superintendent**

**Background Information Related to this Issue:**

The design development design phase of the bond was complete in April of 2023. After that phase, the Design Build Team (Fortis Construction and Pivot Architecture) worked with the Design Team (“involved group”) to refine the design and cost estimates.

This process involved stakeholders beyond the Design Team, including coaches, PE teachers, middle school teachers, the librarian, the counselor, the principal, and the speech language pathologist.

As a result of multiple iterations and meetings, the Design Development phase is complete.

The plans and cost estimates are provided for your review. Given favorable estimates, including some from local vendors, multiple buyback items are now included in the scope for the project.

The project includes \$1.5 million in contingency resources and is within budget.

Features of the design include:

- Completion of the playground during spring or summer of 2024.
- A detached middle school design with three “regular” classrooms, one resource room, a science lab, a learning hub, and restrooms. This facility will use a HVAC split system for increased comfort, less noise, and energy efficiency.
- A “connection” to HLE via a “portal” hallway and covered walkway.
- Renovation of the library to include the same linear footage of book shelving as the current library.
- Relocation of the Speech Language Pathologist Office, Principal’s Office, and Staff Room for more efficient operations.
- Soundproofing of SLP and Counseling Office walls.

**Background (con't)**

- Construction of a new gym with regulation courts for volleyball and basketball, a sound system, adequate “runoff: space” ADA compliant public restrooms, a player restroom with shower (single user), and 10% more seating than the current gym.
- Updates to the water infrastructure system to provide adequate flow. This system includes a pump and 10” water line to service. This will allow for proper fire suppression at the new buildings, as well as the intermediate wing and “ramp” areas at Hilda Lahti Elementary. Design of fire water pump will be sized to support the remaining elementary and high school buildings. Additional scope will depend on grant funds.

Buyback items that are being reviewed, include roof work, Baseball netting for pre-k playground, destratification fans for the gym remain on the buyback list and are slated to be addressed as bids come in and/or as contingency resources become available.

**Financial Impact:**

The project remains within the overall bond and supplemental budget and resources. (This includes energy rebates, ESSER funds for HVAC, bond premiums, state match money, and bond interest.). The seismic grant is being tracked separately. This proposal is consistent with the bond budget.

**Recommended Action:**

It is the recommendation of the Superintendent that the Board authorize engagement with Fortis Construction for Phase 2 - Construction Document Design and Construction Administration Services in the amount not to exceed \$1,475,280.

# AGENDA

- **Budget Overview**
- **100% Design Development Update**
- **Cost Estimate Process**
  - 75% Cost Estimate
  - Buy-Back List
  - 100% Design Development Cost Estimate
- **Next Steps**
  - Current Design Contract Complete
  - Motion to Approve Construction Documents Phase Contract

# OVERALL PROJECT BUDGET AND FUNDING SUMMARY

## Anticipated Cost Report Knappa SD Renovation

Date Updated: 7/14/2023

Cost Group   Cost Code   Account Description	Budget		
	B	D	B-D=E
	Schematic Design Budget	Design Development Budget	Variance
01 - Construction Sub-total	15,870,234	15,843,244	26,990
02 - Other Construction Sub-total	2,046,756	2,156,756	(110,000)
03 - District Direct Costs Sub-total	520,748	503,835	16,914
04 - Furniture, Fixtures, and Equipment Sub-total	335,500	362,432	(26,932)
05 - Professional Fees & Expenses Sub-total	922,131	898,631	23,500
06 - Miscellaneous Development Costs Sub-total	264,582	402,515	(137,933)
07 - Finance & Interest Costs Sub-total	237,971	237,971	0
08 - Owner's Project Contingency Sub-total	968,386	929,256	39,130
<b>Total</b>	<b>21,166,308</b>	<b>21,334,639</b>	<b>(168,331)</b>

Knappa School District Bond Funding Sources	
Bond	\$ 14,000,000
State Match (OSCIM Grant)	\$ 4,000,000
Bond Premiums	\$ 2,194,751
ESSER	\$ 518,022
Energy Credits	\$ 118,692
Interest Proceeds	\$ 503,174
Seismic Grant	\$ -
<b>Total Budget</b>	<b>\$ 21,334,639</b>

As of 6.12.23

- Updated sources of funding
- **Current budget balances with sources of funding**
- Overall budget includes prior released summer 2023 scope of work

# 76 OVERALL PROJECT BUDGET - CONSTRUCTION SUMMARY

## Anticipated Cost Report

### Knappa SD Renovation

Date Updated: 7/13/2023

Date Updated:	Budget			Notes
	B	D	B-D-E	
Cost Group   Cost Code   Account Description	Schematic Design Budget	Design Development Budget	Variance	Clarifications
<b>01 - Construction</b>				
CAP 01-100 Classroom & Hub	3,709,239	3,869,152	(159,913)	
CAP 01-120 Office-Counseling - Support	65,692	243,147	(177,455)	
CAP 01-130 Gym	5,119,347	5,124,845	(5,498)	
CAP 01-140 Refresh Classrooms	7,675	147,769	(140,094)	
CAP 01-170 Pre-K Program	275,822	310,955	(35,133)	
CAP 01-180 Building Envelope & Room Replacement			0	Anticipate Utilizing unused Contingency
CAP 01-190 K-12 Building Systems (ESSER)	478,268	692,927	(214,659)	
CAP 01-200 Remove Portables	57,562	58,275	(713)	
CAP 01-210 Fire Line	714,790	609,372	105,418	
CAP 01-220 Play Field	67,200	51,000	16,200	
CAP 01-240 General Conditions	1,560,687	1,499,286	61,401	
CAP 01-270 Design & Estimating Contingency	843,940	541,451	302,489	%
CAP 01-300 Construction Fee (CM)	820,626	808,226	12,400	%
CAP 01-320 Construction Contingency	696,612	661,127	35,485	%
CAP 01-330 Escalation/Inflation Contingency	1,032,016	568,523	463,493	%
CAP 01-340 Builders Risk Insurance	109,716	0	109,716	Reallocated to District Purchase
CAP 01-350 Sub Default Insurance	191,601	186,911	4,690	%
CAP 01-350 Contractor Bond	119,441	116,518	2,923	%
CAP 01-370 Buyback Allowance		65,290	(65,290)	
CAP 01-380 Approved Buyback		203,000	(203,000)	See Buyback Log
CAP 01-390 MS HVAC Split System		85,470	(85,470)	Full approval pending further vetting
<b>01 - Construction Sub-total</b>	<b>15,870,234</b>	<b>15,843,244</b>	<b>26,990</b>	
<b>02 - Other Construction</b>			<b>0</b>	
CAP 01-290 Pre-Construction Fee (CM) - Fortis	749,046	749,046	0	
CAP 01-360 Design Build Architect	1,297,710	1,407,710	(110,000)	
<b>02 - Other Construction Sub-total</b>	<b>2,046,756</b>	<b>2,156,756</b>	<b>(110,000)</b>	
<b>01 + 02 Total Construction</b>	<b>17,916,990</b>	<b>18,000,000</b>	<b>(83,010)</b>	Fortis Budget Amount



# OVERALL PROJECT BUDGET - DIRECT BOND SUMMARY

<b>03 - District Direct Costs</b>					
CAP	02-130 Hazardous Material Remediation	250,000	150,000	100,000	
CAP	02-140 Storage Sheds	10,000	15,309	(5,309)	
CAP	03-120 HS Security Upgrades	34,748	35,000	(252)	
CAP	04-420 PA & Phone	125,000	125,000	0	
CAP	04-440 ADA Door Hardware Replacement	16,000	93,526	(77,526)	
CAP	04-450 Fire Doors connect to Security	5,000	5,000	0	
CAP	04-460 A/V System Equipment Devices	30,000	30,000	0	
CAP	03-210 Municipality / Utility Connection Fees - Fire	50,000	50,000	0	
<b>03 - District Direct Costs Sub-total</b>		<b>520,748</b>	<b>503,835</b>	<b>16,914</b>	
<b>04 - Furniture, Fixtures, and Equipment</b>					
CAP	04-100 Furniture Consultant	10,000	10,000	0	
CAP	04-110 Systems Furniture	150,000	150,000	0	
CAP	04-150 Moving / Logistics	25,000	20,000	5,000	
CAP	04-160 FF&E Installation	50,000	25,000	25,000	
CAP	04-200 Gymnasium Equipment	25,000	25,000	0	
CAP	04-205 Playground Equipment Furnish Phase 1		29,399	(29,399)	
CAP	04-210 Playground Equipment Furnish Phase 2			0	Foundaton Funded - \$80k budget
CAP	04-220 Playground Equipment Install - Phase 1		31,010	(31,010)	
CAP	04-230 Playground Equipment Install - Phase 2			0	Foundaton Funded - \$45k budget
CAP	04-250 Rubber Mulch		19,764	(19,764)	
CAP	04-360 Exterior Signage Costs	20,000	20,000	0	
CAP	04-370 Artwork - Non Commissioned	25,000	15,000	10,000	
CAP	04-540 FF&E Contingency 5%	30,500	17,259	13,241	
<b>04 - Furniture, Fixtures, and Equipment Sub-total</b>		<b>335,500</b>	<b>362,432</b>	<b>(26,932)</b>	
<b>05 - Professional Fees &amp; Expenses Sub-total</b>		<b>922,131</b>	<b>898,631</b>	<b>23,500</b>	
<b>06 - Miscellaneous Development Costs Sub-total</b>		<b>264,582</b>	<b>402,515</b>	<b>(137,933)</b>	Variance due to Builders Risk Insurance Budget Allocation
<b>07 - Finance &amp; Interest Costs Sub-total</b>		<b>237,971</b>	<b>237,971</b>	<b>0</b>	Bond Costs
<b>08 - Owner's Project Contingency Sub-total</b>		<b>968,386</b>	<b>929,256</b>	<b>39,130</b>	5%
<b>Total</b>		<b>21,166,308</b>	<b>21,334,639</b>	<b>(168,331)</b>	

# OVERALL PROJECT BUDGET & FUNDING SUMMARY

## Anticipated Cost Report Knappa SD Renovation

Date Updated: 7/14/2023

Cost Group   Cost Code   Account Description	Budget		
	B	D	B-D=E
	Schematic Design Budget	Design Development Budget	Variance
01 - Construction Sub-total	15,870,234	15,843,244	26,990
02 - Other Construction Sub-total	2,046,756	2,156,756	(110,000)
03 - District Direct Costs Sub-total	520,748	503,835	16,914
04 - Furniture, Fixtures, and Equipment Sub-total	335,500	362,432	(26,932)
05 - Professional Fees & Expenses Sub-total	922,131	898,631	23,500
06 - Miscellaneous Development Costs Sub-total	264,582	402,515	(137,933)
07 - Finance & Interest Costs Sub-total	237,971	237,971	0
08 - Owner's Project Contingency Sub-total	968,386	929,256	39,130
<b>Total</b>	<b>21,166,308</b>	<b>21,334,639</b>	<b>(168,331)</b>

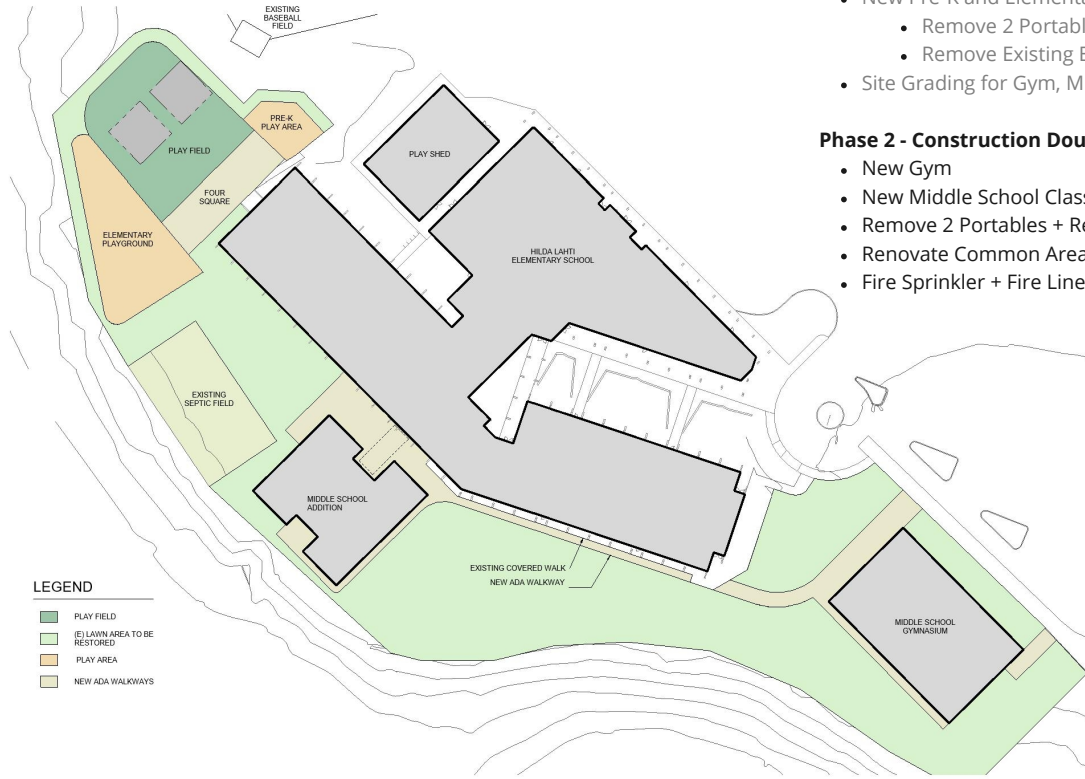
Knappa School District Bond Funding Sources	
Bond	\$ 14,000,000
State Match (OSCIM Grant)	\$ 4,000,000
Bond Premiums	\$ 2,194,751
ESSER	\$ 518,022
Energy Credits	\$ 118,692
Interest Proceeds	\$ 503,174
Seismic Grant	\$ -
<b>Total Budget</b>	<b>\$ 21,334,639</b>

As of 6.12.23

- Updated sources of funding
- **Current budget balances with sources of funding**
- Overall budget includes prior released summer 2023 scope of work

# 100%<sup>79</sup> Design Development Update

© 2023 PIVOT ARCHITECTURE



## LEGEND

- PLAY FIELD
- (E) LAWN AREA TO BE RESTORED
- PLAY AREA
- NEW ADA WALKWAYS

## Phase 1

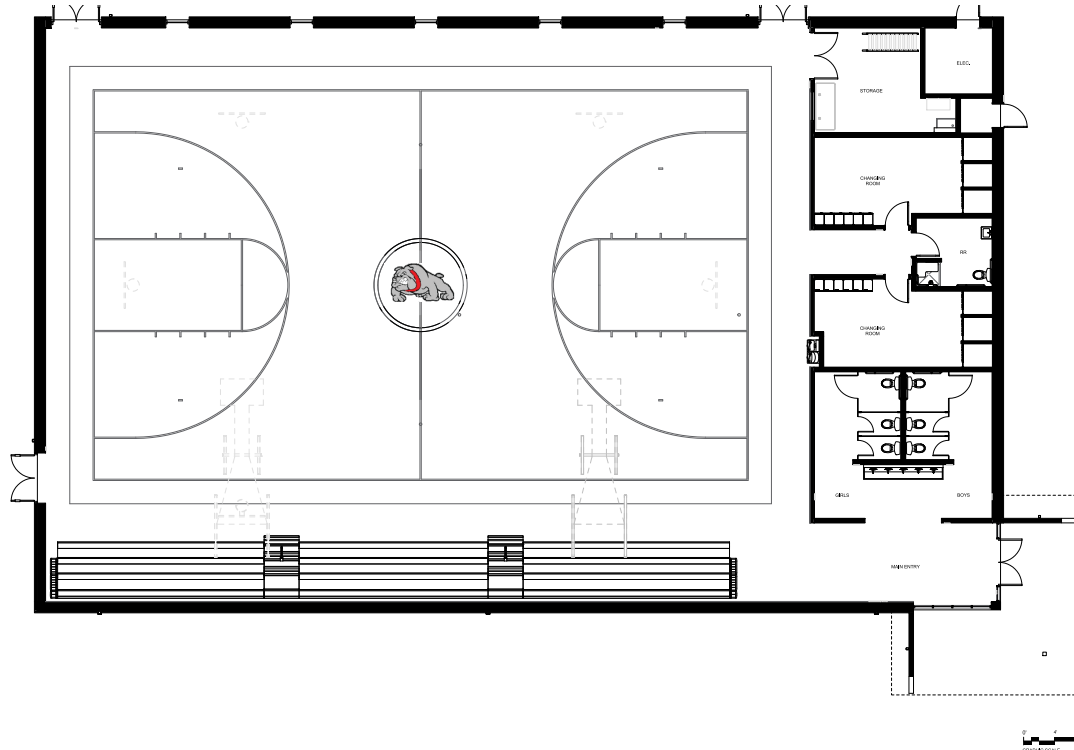
- Renovate Interior Classrooms for Pre-K
- New Pre-K and Elementary Playgrounds
  - Remove 2 Portables
  - Remove Existing Elementary Playground
- Site Grading for Gym, Middle School and Playgrounds

## Phase 2 - Construction Documents

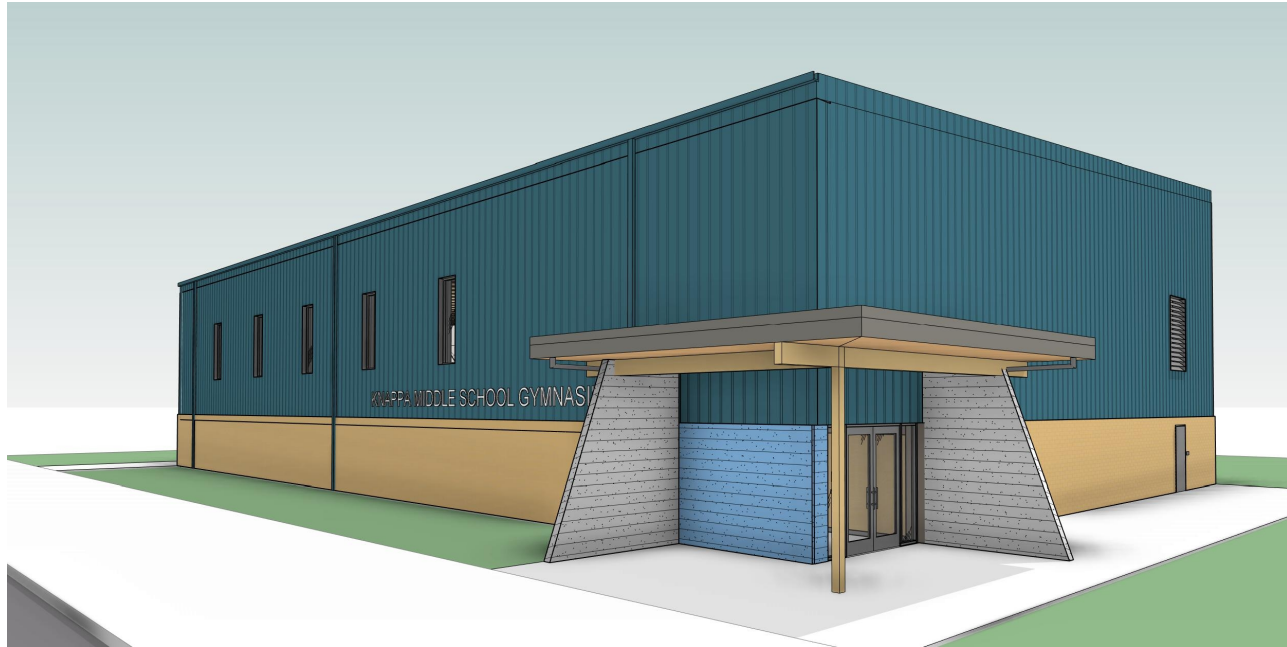
- New Gym
- New Middle School Classrooms, Science and Hub
- Remove 2 Portables + Relocate Classrooms
- Renovate Common Areas
- Fire Sprinkler + Fire Line

# NEW MIDDLE SCHOOL GYM - FLOOR PLAN

© 2018 PIVOT INC



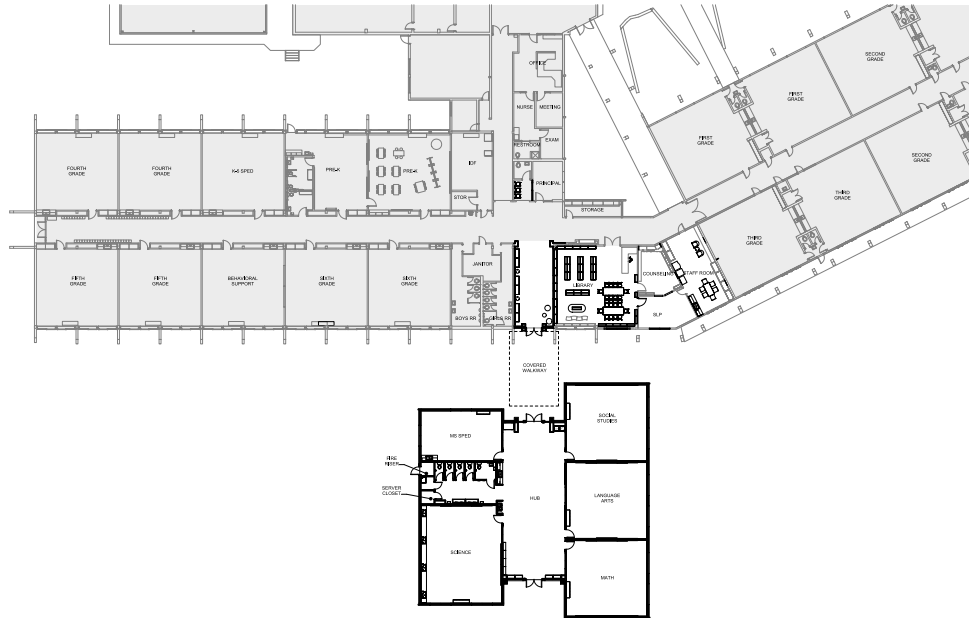
# NEW MIDDLE SCHOOL GYM - EXTERIOR SKETCH



81  
MAIN ENTRY - VIEW LOOKING SOUTH WEST

# 82 ELEMENTARY AND MIDDLE SCHOOL - FLOOR PLANS

© 2022 PIVOT



MIDDLE SCHOOL FLOOR PLAN  
KNAPPA SD BOND PROJECTS



SHT #: P002

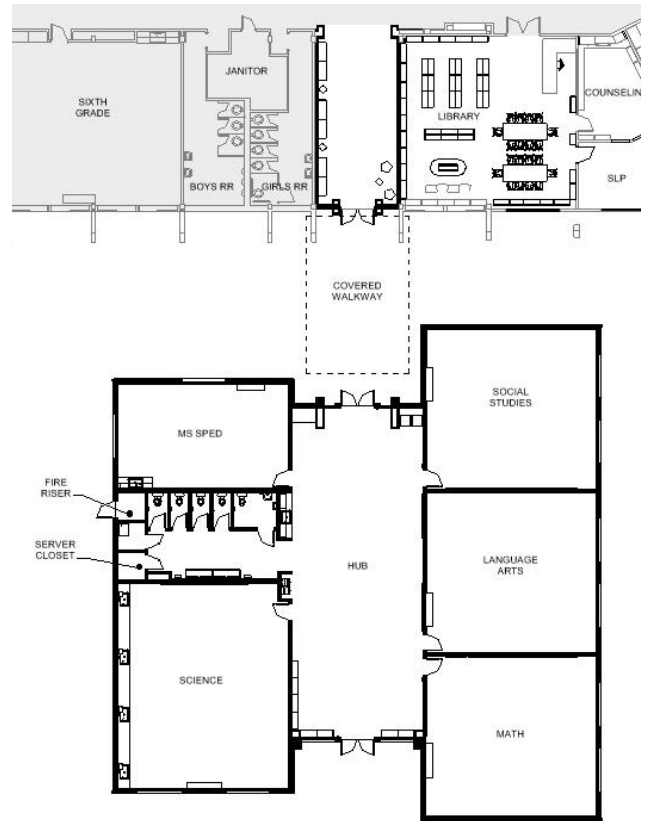
07/19/2023

82

# MIDDLE SCHOOL



MIDDLE SCHOOL - SOUTH VIEW



# COST<sup>84</sup> ESTIMATE PROCESS

- Design Development Cost Estimate Process
  - Submitted 75% Design Development Documents to KSD and Fortis
  - Completed Page-Turn June 12th with Leadership Group
    - Incorporated Feedback
  - Cost Estimate Reviewed
    - Budget and Scope Alignment
    - Buy-Back List
  - Submit 100% Design Development Documents in July
    - Design Decisions Completed with exception of:
      - Finishes and Furniture



# DD ESTIMATE PRIOR TO BUYBACK DECISIONS

Design Development - Overall	Schematic Design
EST. No: 02, Rev. 05	EST. No: 02, Rev. 01
14-Jul-23	28-Mar-23
29,850 sf	29,000 sf

Description	Total	\$/sf	Total	\$/sf	Variance	Variance Items
01. Gym	\$ 5,124,845	\$464.71	\$ 5,119,347	\$561.33	\$5,498	<ul style="list-style-type: none"> <li>Roof tie off system</li> <li>More cost-efficient mech equipment</li> </ul>
02. Sector A - Middle School Wing	\$ 3,869,152	\$574.48	\$ 3,709,239	\$545.48	\$159,914	<ul style="list-style-type: none"> <li>Power fed from new transformer instead of school</li> <li>IT closet and equipment</li> <li>Wood ceiling in Hub</li> <li>Increased roof slope and skin</li> </ul>
03. Sector B - West Wing Renovation	\$ 147,769	\$27.36	\$ 7,675	\$1.62	\$140,094	<ul style="list-style-type: none"> <li>Added Sprinklers in West Wing per FO</li> </ul>
04. Sector B - Pre-K Classroom	\$ 310,955	\$10.42	\$ 275,822	\$145.17	\$35,133	<ul style="list-style-type: none"> <li>Summer work buyout reconciliation</li> </ul>
05. Sector C - Existing Space Renovation	\$ 243,147	\$90.05	\$ 65,692	\$17.52	\$177,455	<ul style="list-style-type: none"> <li>Shifted costs from Sector A for new hallway</li> <li>End user upgrades in the new SLP, counseling, and staff rooms</li> <li>Wood ceiling and entrance surround for new hallway</li> </ul>
06. Remove Portables	\$ 58,275	\$14.57	\$ 57,562	\$10.86	\$713	
08. ESSER Grant Upgrades	\$ 692,927	\$9.59	\$ 478,268	\$8.54	\$214,659	<ul style="list-style-type: none"> <li>Larger DDC scope to capture future incentive</li> <li>HLE radiator motor replacement</li> </ul>
10A. Phase 1 GC's/SR's	\$ 156,364	\$5.24	\$ 153,022	\$5.28	\$3,342	
10B. Phase 2 GC's/SR's	\$ 1,342,922	\$44.99	\$ 1,407,665	\$48.54	(\$64,743)	
Fire Line	\$ 609,372	\$654.53	\$ 714,790	\$768.59	(\$105,418)	<ul style="list-style-type: none"> <li>Smaller fire pump assembly cost</li> </ul>
Play Field	\$ 51,000	\$4.25	\$ 67,200	\$3.50	(\$16,200)	<ul style="list-style-type: none"> <li>Smaller field area</li> </ul>
<b>SUBTOTAL</b>	<b>\$ 12,606,728</b>	<b>\$422.34</b>	<b>\$ 12,056,281</b>	<b>\$415.73</b>	<b>\$ 550,447</b>	
<b>MARKUPS</b>						
Design & Estimating Contingency	5.0% \$ 541,451	\$18.14	7.0% \$ 843,940	\$29.10	\$ (302,489)	
Escalation	5.0% \$ 568,523	\$19.05	8.0% \$ 1,032,018	\$35.59	\$ (463,494)	
Construction Contingency	4.8% \$ 661,127	\$22.15	5.0% \$ 696,612	\$24.02	\$ (35,485)	
All Risk Insurance	0.0% \$ -	\$0.00	0.8% \$ 109,716	\$3.78	\$ (109,716)	
Sub Default Insurance	1.3% \$ 186,911	\$6.28	1.3% \$ 191,601	\$6.61	\$ (4,690)	
Contractor Bond	0.8% \$ 116,518	\$3.90	0.8% \$ 119,441	\$4.12	\$ (2,923)	
Early Design & Preconstruction	\$ 749,046		\$ 749,046		\$ -	
Phase 2 Design & Preconstruction	\$ 1,297,710		\$ 1,297,710		\$ -	
Added Design Scopes	\$ 110,000		\$ -		\$ 110,000	<ul style="list-style-type: none"> <li>Fire line</li> <li>Building envelope</li> <li>Pre-K</li> </ul>
Fee / Insurance	4.8% \$ 808,226	\$27.08	4.8% \$ 820,626	\$28.30	\$ (12,400)	
Buyback Allowance	1.0% \$ 353,760	\$11.85	\$ -		\$ 353,760	<ul style="list-style-type: none"> <li>See buyback list</li> </ul>
<b>TOTAL CURRENT ESTIMATE</b>	<b>\$ 18,000,000</b>	<b>\$569.26</b>	<b>\$ 17,916,990</b>	<b>\$566.63</b>	<b>\$ 83,010</b>	

# BUYBACK LOG - PART 1

#	Description	Total w/Markup	DD Accepted	50CD Accepted	100CD Accepted
<b>01. Gym</b>					
A	HVAC Cooling	\$ 100,000			
B	Destratification Fans	\$ 60,000			
C	Add 7th Bleacher Row	\$ 10,000			
D	Add Lighting to the North Side of the Gym	\$ 7,000	\$ 7,000		
E	Address courtyard settlement	\$ 20,000	\$ 20,000		
<b>02. Middle School</b>					
A	Covered Connection from MS Portal (Including Sprinklers)	\$ 120,000	\$ 120,000		
B	Gravel Play Pit	\$ 6,000	\$ 6,000		
C	Extend Hardscape to K-5 Playground	\$ 20,000			
D	Switch to Mechanical Split System	\$ 85,470	\$ 85,470		
E	Baseball Netting - One Side	\$ 25,000			
<b>03. West Wing Refresh</b>					
A	Interior Refresh for 2 classrooms adjacent to RR	\$ 60,000			
B	Exit Doors from Sixth Grade Rooms - Radiator Rework	\$ 50,000	\$ 50,000		
C	New door opening between 6th grade classrooms	\$ 8,000			
D	West Wing Locker Demo	\$ 11,000			

# BUYBACK LOG - PART 2

05. Existing Space Refresh					
A	Replace reception desk	\$	7,000		
B	Relaminate reception desk top	\$	2,500		
C	Separate restroom from Principal's Office	\$	20,000		
D	Add insulation to restroom walls	\$	9,000		
07. Roof/Waterproofing Renovation					
A	Roof Replacement Area #1	\$	580,000		
B	Roof Replacement Area #2	\$	300,000		
C	Roof Replacement Area #3	\$	75,000		
D	Roof Replacement Area #4	\$	85,000		
E	Roof Replacement Area #5	\$	260,000		
F	Roof Replacement Area #6	\$	75,000		
G	Roof Replacement Area #7	\$	535,000		
H	Roof Replacement Area #8	\$	12,000		
09. Security Vestibules					
A	Site Security Allowance	\$	95,000		
<b>Total</b>		\$	2,637,970	\$	288,470
				\$	-
				\$	-

# DD ESTIMATE AFTER BUYBACK DECISIONS

Description	Design Development - Overall		Schematic Design		Variance
	EST. No: 02, Rev. 05		EST. No: 02, Rev. 01		
	Total	\$/sf	Total	\$/sf	
		14-Jul-23 29,850 sf		28-Mar-23 29,000 sf	
01. Gym	\$ 5,146,745	\$466.70	\$ 5,119,347	\$561.33	\$27,398
02. Sector A - Middle School Wing	\$ 4,028,751	\$598.18	\$ 3,709,239	\$545.48	\$319,513
03. Sector B - West Wing Renovation	\$ 186,269	\$34.49	\$ 7,675	\$1.62	\$178,594
04. Sector B - Pre-K Classroom	\$ 310,955	\$10.42	\$ 275,822	\$145.17	\$35,133
05. Sector C - Existing Space Renovation	\$ 243,147	\$90.05	\$ 65,692	\$17.52	\$177,455
06. Remove Portables	\$ 58,275	\$14.57	\$ 57,562	\$10.86	\$713
08. ESSER Grant Upgrades	\$ 692,927	\$9.59	\$ 478,268	\$8.54	\$214,659
10A. Phase 1 GC's/SR's	\$ 156,364	\$5.24	\$ 153,022	\$5.28	\$3,342
10B. Phase 2 GC's/SR's	\$ 1,342,922	\$44.99	\$ 1,407,665	\$48.54	(\$64,743)
Fire Line	\$ 609,372	\$654.53	\$ 714,790	\$788.59	(\$105,418)
Play Field	\$ 51,000	\$4.25	\$ 67,200	\$3.50	(\$16,200)
<b>SUBTOTAL</b>	<b>\$ 12,826,727</b>	<b>\$429.71</b>	<b>\$ 12,056,281</b>	<b>\$415.73</b>	<b>\$ 770,446</b>
<b>MARKUPS</b>					
Design & Estimating Contingency	5.0% \$ 552,451	\$18.51	7.0% \$ 843,940	\$29.10	\$ (291,489)
Escalation	5.0% \$ 580,073	\$19.43	8.0% \$ 1,032,018	\$35.59	\$ (451,944)
Construction Contingency	4.8% \$ 673,255	\$22.55	5.0% \$ 696,612	\$24.02	\$ (23,357)
All Risk Insurance	0.0% \$ -	\$0.00	0.8% \$ 109,716	\$3.78	\$ (109,716)
Sub Default Insurance	1.3% \$ 190,222	\$6.37	1.3% \$ 191,601	\$6.61	\$ (1,379)
Contractor Bond	0.8% \$ 118,582	\$3.97	0.8% \$ 119,441	\$4.12	\$ (859)
Early Design & Preconstruction	\$ 749,046		\$ 749,046		\$ -
Phase 2 Design & Preconstruction	\$ 1,297,710		\$ 1,297,710		\$ -
Added Design Scopes	\$ 125,000		\$ -		\$ 125,000
Fee / Insurance	4.8% \$ 821,428	\$27.92	4.8% \$ 820,626	\$28.30	\$ 803
Buyback Allowance	1.0% \$ 65,506	\$2.19	\$ -		\$ 65,506
<b>TOTAL CURRENT ESTIMATE</b>	<b>\$ 18,000,000</b>	<b>\$569.26</b>	<b>\$ 17,916,990</b>	<b>\$566.63</b>	<b>\$ 83,010</b>

## PHASE 2 DESIGN & PRECONSTRUCTION

• Construction Documents	\$967,603
• Construction Administration	<u>\$439,107</u>
• <b>Subtotal</b>	<b>\$1,407,710</b>
• Fee	<u>\$67,570</u>
• <b>Phase 2 Contract Amendment</b>	<b>\$1,475,280</b>

## NEXT<sup>90</sup> STEPS

- Existing Design Contract Completed
- Next Step
  - Motion to Approve Phase 2 Construction Documents

## Knappa School District Capital Projects Update July 19, 2023

**KHS Roof.** Phase two of the roofing project began this week. This phase includes the shingles over the main hallway and home ec. wing. The gymnasium roof will be replaced next summer as part of the seismic retrofit, so the last work to be done will be the shingle roof over the art wing which has minimal estimated cost (\$38,000) and is slated for summer of 2024. This project will also address gutter issues at the maintenance building and play shed. (non-bond)



**HVAC Updates.** The replacement of the pneumatic HVAC controls and unit motors has been underway for several weeks. The maintenance team replaced the motors at KHS to reduce expenses (Thanks to Bob and team), and the HLE motors are being replaced by the contractor. The new electronic control system will allow us to better regulate temperatures. The new systems will also provide improved air circulation and air quality. (Primarily ESSER grant funded)





**Preschool and ADA Restroom.** The renovation at HLE to create a quality preschool space is underway. By the time of tonight's meeting, the plumbing and electrical work will be complete and the sheetrock should be in the process of being installed. After that, there will be work on installing fixtures, painting, and polishing the concrete floors. On the interior of the building, the connection of a classroom sink is still to come within this scope of work. Local employees of Rosendin electric (parents of HLE students) have done the electrical work (pictured left).



**Site Preparation and Removal of Portables.** The portables have been prepared for removal and we are just awaiting the permit to be able to get them out of here. This project has been tied up with state DEQ approval, but we still anticipate that we will have the new playground installed prior to the start of school.



The preschool playground equipment has arrived (unloading pictured here). As soon as the portables are gone, the playground site prep will occur. The rubberized surface chips have been ordered.

The fencing contractor has been lined up to relocate the current playground fence to the new preschool space and install new site fencing for security purposes.

Site preparation for the gym and middle school will continue into the fall, with the bidding for Phase 2 scheduled for October.

**Baseball Shed & Field.** Permit applications are in the review process for placement and securing of the baseball shed. The location will be adjacent to the third base bullpen area.

At the writing of this report, we are still awaiting pricing information to address infield leveling of the baseball field. (non-bond)

**Softball Field.** The concrete pour is complete for the visitor dugout, and Mike Rathfon and his construction students will commence work building that dugout in the fall. The home dugout is complete, barring county inspection. (non-bond)