

AGENDA

VERNONIA SCHOOL DISTRICT BOARD of DIRECTORS

Public Meeting

Thursday, August 13, 2026 – 6:00 p.m.

Vernonia Schools, 1000 Missouri Avenue, Vernonia, OR 97064

Join Zoom Meeting

<https://us06web.zoom.us/j/89313520962?pwd=1dEhtd2oKv08VbMuM4nwLUvrHF3qo6.1>

Meeting ID: 893 1352 0962

Passcode: 3FBR4B

Public participation on agenda items occurs at the discretion of the chair. Please indicate your interest by completing a “Public Comment Card” provided at the agenda table and give it to the Board Secretary or if attending virtually, email your interest to bcarr@vernoniak12.org 24 hours before the meeting. **Individual comments are limited to 3 minutes. Group comments are limited to 5 minutes.**

At 8:00 p.m., the Board may take a five-minute recess, and the chair will review the agenda for possible rescheduling of agenda items. For special accommodations call 429-5891 at least 48 hours prior to the meeting.

REGULAR SESSION

1.0 CALL TO ORDER..... Chair

1.1 Flag Salute

2.0 AGENDA REVIEW Chair

2.1 Action to Approve the Agenda

3.0 PUBLIC COMMENT ON NON-AGENDA ITEMS

This is a time for public comment on items on and not on the agenda. Normally the Board will not take any immediate action, but will refer concerns to the Superintendent and ask him to report to the Board. We would appreciate you keeping comments to 3 minutes per individual or 5 minutes if you are representing a group of patrons. Please note: Under Oregon Revised Statutes, we cannot discuss personnel concerns in a public meeting. If you have any concerns with school district personnel, please schedule a meeting with the Superintendent.

4.0 BUSINESS REPORTS

4.1 Superintendent Darla Waite-Larkin

4.2 Financial Pam Voss

4.3 Maintenance Debbie Johnston

5.0 BOARD REPORTS / BOARD DEVELOPMENT..... Chair

5.1 Committee Reports

5.1.1 Policy Committee

5.1.2 Safety Committee

5.1.3 Scholarship Committee

6.0 OTHER INFORMATION and DISCUSSION

6.1 Superintendent Evaluation Schedule

6.2 OSEA and VEA Bargained Contracts

7.0 ACTION ITEMS

7.1 2026-27 Superintendent Evaluation Schedule

I move to approve the 2026-27 Superintendent Evaluation schedule as presented.

7.2 OSEA and VEA Contract Approval

I move to approve the 2026-2029 OSEA and the 2026-2028 VEA collective bargain agreements as presented.

8.0 MONITORING BOARD PERFORMANCE Chair

9.0 CONSENT AGENDA Chair

The Board, on an individual basis prior to the meeting, has reviewed all material. All financial reports are available for review by the public in the business office. All items listed are considered by the Board to be routine and will be enacted by the Board in one motion. There will be no discussion of these items at the time the board votes on the motion unless members of the Board request specific items to be discussed and/or removed from the Consent Agenda.

9.1 Minutes of the 07/09/2026 Regular Meeting

I move to approve the consent agenda as presented.

10.0 OTHER ISSUES Chair

10.1 Agenda Setting Meeting Next Month

11.0 ADJOURNChair

UPCOMING DATES

August 24, 2026	Teachers Return
August 27, 2026	Meet the Family Night – 5:00 – 7:00 p.m.
August 31, 2026	First Day of School all students grades K-12
September 10, 2026	School Board Meeting – 6:00 p.m.
September 23, 2026	School Board Retreat – 4:00 – 7:00 p.m.

(Dates and times are subject to change. Please check the district web site at www.vernoniak12.org for the most up-to-date information)

Superintendent Board Report
Darla Waite-Larkin
August 13, 2026

COSA Summer Learning Conference

Michelle, Nate, and I had the opportunity to attend the COSA Summer Learning Conference, where we participated in a variety of learning sessions to help us prepare for the upcoming school year.

I also participated in a superintendent workgroup that provided input to help inform the upcoming legislative process related to virtual learning programs. Much of the discussion centered on the need for greater standardization and stronger fiscal accountability. It will be interesting to see how this work evolves as legislation is developed.

Throughout the conference, we attended several breakout sessions and returned with new ideas and strategies that will strengthen our work and support continuous improvement across the district.

Professional learning is something I value deeply. Investing in ongoing growth ensures we continue bringing current best practices, fresh perspectives, and innovative ideas back to Vernonia as we work to provide the highest-quality educational experience for our students.

Summer Facilities Update

As you will see in Debbie's board report, the summer maintenance crew has worked exceptionally hard to prepare our schools for the start of the new school year. I have been incredibly impressed by the dedication and quality of work demonstrated by both our staff and the youth workers throughout the summer. Their efforts have made a significant impact in ensuring our buildings are clean, safe, and welcoming for students and staff.

You will also see in Debbie's report that a great deal of work has been completed at Mist to maintain the facilities and preserve them for years to come. We are currently analyzing project costs, evaluating our budget, and prioritizing future work to ensure we make thoughtful, fiscally responsible decisions while continuing to maintain our facilities at a high standard.

Summer Meals Program

I want to recognize the incredible work of our Summer Meals Program team. Throughout the summer, they have served approximately **170 meals each day**, ensuring that children in our community continued to have access to nutritious breakfasts and lunches while school was out of session.

This program is about so much more than providing meals—it is about caring for our students and supporting families throughout the summer months. I am incredibly proud of our staff for the dedication, organization, and genuine care they have shown each day. Their commitment reflects the very best of Vernonia School District and demonstrates the positive impact our schools have on the community beyond the classroom.

Student Services

I am proposing to continue serving in the role of Student Services Director for the 2026–2027 school year. Over the past several weeks, I have begun analyzing case management practices, caseloads, student needs, and a professional development plan for our special education staff.

I am confident that my experience and background will allow me to maintain a strong, student-centered program while ensuring we continue to meet the needs of our students and comply with all state and federal requirements. This approach also provides the district with continuity and stability as we begin the school year.

I am happy to revisit this decision with the Board at the midpoint of the school year and again at the conclusion of the 2026–2027 school year to evaluate the effectiveness of this structure and determine the best path forward for the district.

Summer Learning Program

Our Summer Learning Program was another tremendous success, providing meaningful learning opportunities for elementary, middle school, high school, and virtual education students. It was wonderful to see so many students choose to stay engaged in their learning throughout the summer while building new skills, strengthening existing ones, and participating in enriching educational experiences. Students ended the program with fun trips to OMSI and The Tillamook Cheese Factory!

I am grateful to everyone who helped make this summer's program possible. Providing students with opportunities to continue learning beyond the traditional school year helps build confidence, maintain academic growth, and prepares them for a successful start to the new school year.

MEMO

VERNONIA SCHOOL DISTRICT 47J

To: Vernonia School District Board of Directors, Superintendent Darla Waite-Larkin

From: Pam Voss, Business Manager

Date: August 13, 2026

Re: August 2026 Financial Information

Comments:

There is no financial report for the August School Board meeting due to the start of the new fiscal year and limited financial activity to date.

We have completed our first payroll for the 2026–2027 school year and have been working on the annual audit, as well as supporting Summer Learning and Summer Meals programs.

Thank you,

Pam Voss

Business Manager

Vernonia School District 47J

Maintenance School Board Report

August 2026

Grounds:

Current:

- Justin Benassi has been assisting with work on the grounds this summer mowing, trimming shrubs, weed eating and some pressure washing.
- Playground bark delivered and spread at both campuses as well as mulch in the beds.
- Football field broken water lines repaired and field reseeded
- Technician inspected field irrigation and timer. Waiting for a bid to schedule work.

Upcoming:

- Irrigation timer and #6 sprinkler line solenoid repair once bid received
- Pressure washing all around campus
- Stain large wooden benches out front
- Playground bark chips delivered and spread at Mist
- Watering, hedging, mowing, weed eating, etc.

Facilities:

Current:

- All K-12 floors stripped, prepped and waxed
- All carpets treated in Vernonia and Mist
- 14 toilets have been caulked and 4 new wax rings and bolts installed in Vernonia
- All classrooms (including Mist), restrooms, and offices as needed, have been painted by Ashli Ray and/or Mist staff.
- The kitchen freezer door seal has been replaced.
- K-12 HVAC filters ordered and received. Scheduled to be installed and units greased on 8/11
- Mist furnace serviced, water tested, septic tank pumped, gym floor sanded and resealed
- Mist bids received for additional work - Decisions still to be determined on work.

Upcoming:

- Basketball hoops inspected and serviced
- Sound system on stage not working – will call for service
- Repair broken wire line in boys locker room once approved
- Clean gyms, wrestling room, VFA house, CTE buildings
- Change filters in CTE buildings
- Clean Mist inside and gutters. Pressure wash needed areas

Vernonia School District

Superintendent Evaluation Timeline for 2026-27

ACTION	DATE	PERSON(S)
Board/superintendent review the evaluation process standards, (additional goals, if any), and timelines to be used this school year. Board formally adopts all of these in open session.	8/13/26	Board & Superintendent
Superintendent reports interim progress on evaluation standards (also goals, if any) to the board. Any specific feedback from board to the superintendent can be done in executive session. (see below)	10/08/26 11/10/26 12/10/26	Superintendent
Evaluation documents are sent to individual board members for their individual evaluation of the superintendent.	1/14/27	Board Secretary or designee
Evaluation documents completed by the board and returned to the board secretary (or designee) by 2/1. Results must be compiled into one document as a draft for discussion at the 2/11/27 board meeting.	2/1/27	Board Secretary or designee
In Ex. Session Superintendent presents their self-evaluation and/or “artifacts of evidence” of performance to the Board. Superintendent exits upon completion. Board members discuss their individual evaluations and finalize the board’s written summative evaluation.	2/11/27	Board & Superintendent
ONLY IF NEEDED & NOT FINISHED ON 2/11: In Ex. Session Board members meet to discuss their evaluations and develop the board’s official written summative evaluation document(s) that will be shared with the superintendent.	2/25/27*	Board
Board chair or designee presents draft of the summative evaluation to Supt. prior to the 3/11/27 board meeting. Details of the evaluation will be discussed with the whole board at the upcoming executive session. This is a preview copy.	3/4/27	Board Chair (or designee)
In Ex. Session Board and superintendent meet to discuss and clarify the summative evaluation document. Superintendent exits executive session. Changes to the evaluation may be made at this time. Board votes in open session to approve the summative evaluation. A copy of the final written summative evaluation form is placed in the superintendent’s personnel file.	3/11/27	Board & Superintendent
Notify superintendent of contract extension/non-extension (if applicable) by 3/15.	3/15/27	Board
Superintendent/board set evaluation goals for upcoming year. (open session). Board/superintendent review the evaluation process (including feedback from targeted feedback survey if being used), standards (additional goals if any) and timelines to be used this school year. Board formally adopts all of these in open session.	4/08/27	Board & Superintendent
Superintendent reports interim progress on evaluation goals/standards to the board. Any specific evaluative feedback from the board to the superintendent can be done in executive session.	7/14/27	Superintendent

*denotes a special meeting. All other meetings are regular meetings. Evaluation meetings may be held in executive session unless otherwise requested by the superintendent to be done in open session ORS 192.660 (2) (i). **(This is noted above with bold italics.)** This adopted timeline shall serve as notice to the superintendent of the pending stated executive sessions within this document.

VERNONIA SCHOOL DISTRICT 47J

CLASSIFIED

COLLECTIVE

BARGAINING AGREEMENT

~~2023-2026~~

2026-2029

BETWEEN

ADMINISTRATIVE SCHOOL DISTRICT 47J

AND

OSEA CHAPTER NO. 67

VERNONIA OR 97064

TABLE OF CONTENTS

PREAMBLE	3
ARTICLE 1 - RECOGNITION	3
ARTICLE 2 - MANAGEMENT	4
ARTICLE 3 - ASSOCIATION DUES - SALARY DEDUCTIONS	4
ARTICLE 4 - ASSOCIATION RIGHTS AND RESPONSIBILITIES	4
HEALTH AND SAFETY	5
ARTICLE 5 - LAYOFF AND RECALL	6
ARTICLE 6 - VACANCIES	7
ARTICLE 7 - PERSONNEL RECORDS	7
ARTICLE 8 - SEPARABILITY OF PROVISIONS	8
ARTICLE 9 - SALARIES	8
ADDITIONAL PAY INCENTIVE	9
WORK DAY, WORK WEEK AND OVERTIME	9
PROFESSIONAL DEVELOPMENT	10
INCLEMENT WEATHER	10
PERS	11
EXTRA DUTY ASSIGNMENTS	11
ANNUAL SALARY SCHEDULE ADJUSTMENTS	12
ARTICLE 10 - HOLIDAYS	12
ARTICLE 11 - VACATIONS	13
ARTICLE 12 - INSURANCE	14
ARTICLE 13 - ELIGIBILITY FOR BENEFITS	15
ARTICLE 14 - LEAVES	15
SICK LEAVE	15
PERSONAL LEAVE	16
BEREAVEMENT LEAVE	16
JURY/WITNESS LEAVE	17
FAMILY MEDICAL LEAVE	17
MISUSE OF LEAVE	17
ARTICLE 15 - RETIREMENT	17
ARTICLE 16 - DISMISSAL	18
ARTICLE 17 - GRIEVANCE PROCEDURES	18
ARTICLE 18 - FUNDING	20
ARTICLE 19 - ENTIRETY OF AGREEMENT	20
ARTICLE 20 - TERM OF AGREEMENT	20
Appendix A – Classified Salary Schedule	21
Index.....	22

PREAMBLE

This Agreement is entered into between the Board of Directors on behalf of Administrative School District 47J, Vernonia, Columbia County, Oregon, hereinafter referred to as the "District" or the "Board" and the Oregon School Employees Association, Chapter No. 67, hereinafter referred to as the "Association".

The intent of this Agreement is to set forth and record herein the basic and full agreement between the parties on those matters subject to negotiations pertaining to wages, hours and conditions of employment for all classified employees included in the bargaining unit.

The District prohibits discrimination and harassment on any basis protected by law, including but not limited to, 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, or 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.

ARTICLE 1 - RECOGNITION

- 1.1 The District recognizes the Association as the exclusive bargaining representative for all classified employees in the unit that have not been specifically excluded as indicated in 1.2
- 1.2 The purpose of this Article is to recognize the right of the Association to represent classified employees in representation matters and negotiations with the District. Granting such recognition is not to be construed as obligating the District in any way to continue any functions or policies other than what is established by this contract. The District reserves the exclusive right to create, combine or eliminate any positions as, in its judgment, is deemed in the interest of the District.
- 1.3 The Maintenance Supervisor for the School District, Food Service Manager, District office personnel and all temporary and substitute employees are specifically excluded from the bargaining unit. For purposes of this Agreement, substitute and temporary employees are as defined below:
 - A. Substitute: A person who temporarily replaces a regular classified employee on an excused absence (Sick Leave, vacation, etc.) or is filling in a vacant position during the replacement hiring process.
 - B. Temporary Employee: A "temporary employee" is defined as an employee hired to perform duties which may arise from unforeseen enrollment increases or extraordinary duties not normally performed by **members employees** of the bargaining unit.
 1. In the event a temporary position is anticipated to or in fact does exceed ninety (90) calendar days the District agrees to post the position as a regular job in the Bargaining Unit as required by Article 6. The posting for the position will be made prior to the end of the 90 calendar day time period.
 2. By mutual agreement and on a case by case basis the Association and District agree that certain "temporary" positions will be allowed to extend beyond the ninety (90) days, without posting as a regular position; however they shall never exceed the current school year.
- 1.4 The District shall have the right to contract or subcontract specialized work such as electrical, plumbing, masonry, roofing or other areas. It is not the intent of the District to reduce contracted work hours of **members employees** of the unit through such contracting or subcontracting. It is understood that there shall be no obligation to bargain with respect to the above District decisions, nor with respect to the impact of such decisions.
- 1.5 Unit **members employees** who are available and qualified will be given consideration when supplemental and/or specialized work is available. However, it is understood that the District reserves the right to employ the best-qualified candidate(s).

- 1.6 Student Specific Employee: A “student specific employee” is an employee who has been assigned to work with an individual student. When it is known in advance that that student will be absent then the assigned employee will be reassigned during the student’s absence. If the employee is not notified at least 12 hours in advance then the employee will report to work and be assigned elsewhere for the day. If the student to whom an employee is assigned leaves the District then the District would institute a layoff.

ARTICLE 2 - MANAGEMENT

- 2.1 ~~The District shall retain all functions, rights, powers and authority not specifically abridged, delegated, modified or nullified by this Agreement.~~ Except as specifically limited by this Agreement, the District retains all rights, powers, and authority vested in it by law, including but not limited to determining organizational structure, staffing levels, assignment of work, scheduling, methods of operation, contracting, subcontracting, technology implementation, and operational procedures.
- 2.2 The District will encourage employee participation in policy formulation as specified in District policies and regulations.

ARTICLE 3 - ASSOCIATION DUES - SALARY DEDUCTIONS

- 3.1 In addition to the payroll deductions required by law and administrative regulations, the following items will be approved by the District for payroll withholdings at the option of the individual employees.
- A. Employee contributions/premiums for District approved insurance programs and investment and Section 125 for medical insurance premiums.
 - B. Payments to the OnPoint Credit Union or Wauna Federal Credit Union provided they are for a set sum.
- 3.2 Classified employees who are members of the Association may have deducted from their pay an amount equal to the Association dues. Authorization shall be in writing by each employee on the form provided by the Association.
- 3.3 The District agrees to transmit the dues deducted with a check off list to the State Office of the Oregon School Employees Association by the fifteenth of the month following payroll deduction.

ARTICLE 4 - ASSOCIATION RIGHTS AND RESPONSIBILITIES

- 4.1 Employees shall have the right to join the Association, but membership in the Association shall not be required as a condition of employment.
- ~~4.2 All references to employees in this Agreement designate both sexes and when the male gender is used, it shall be construed to include both male and female employees.~~

Article 4.3-4.5 Moved to new Article 20: No Strike No Lockout

- ~~4.62 Except as provided in this Article, the internal business of the Association shall be conducted by the employees during their non-duty hours. Upon request to and the approval of the employee's immediate supervisor, the employee may attend Association meetings during duty hours. In the event a supervisor denies this request, an appeal can be made with the Superintendent by the Association. For meetings during Non-Student contact hours, there shall be no requirement that time will be made up, except as noted. Such approval will not be granted more than once in any month. Duty time lost in excess of one hour per month due to attendance at Association meetings shall be made up. The District will not incur any overtime obligation as a result of this provision.~~
- 4.73 The Association shall provide the School District in writing of the names of the newly elected officers before they take office.
- ~~4.84 The Association shall be allowed the use of facilities of the District for Association meetings and such office equipment as required to provide duplicated materials and information to the employees represented. The use of such facilities and/or equipment shall not conflict with normal use and function within the District and must be prearranged with and approved by the administrator responsible for that area. Costs of supplies used will be the Association's responsibility.~~
- 4.95 The District will provide each employee in the bargaining unit with a copy of this Agreement after the agreement has been ratified and signed by both parties. New employees will be provided individual copies at the time of employment and a copy of their job description.
- ~~4.106~~ The Association will be allowed access to public information as provided for in ORS 192.410 through 192.500. ~~Costs incurred for above-normal clerical time and/or supplies required to meet Association requests will be borne by the Association.~~ The Association's local chapter president will be included on the District's list of personnel to receive Board agendas, un-approved minutes of meetings and other items of general circulation.
- ~~4.117~~ ~~Employees mailboxes may be used to distribute Association information to employees in the bargaining unit.~~ The District agrees to provide bulletin board space for the Association in each building in the District where bargaining unit employees may be located.
- ~~4.128~~ The District shall comply with ORS 650.243 et. seq. with respect to labor relations.
- ~~4.139~~ The Association has the right to reasonable use of school facilities, intra-District school mail, email, and equipment for the conduct of Association business.
- ~~4.1410~~ The Association may conduct, and employees may attend, meetings during an employee's scheduled hours provided there is no significant disruption to District operations. (ie. staff professional development or instructional hours)
- ~~4.1511~~ Release Time: The Association Representatives designated or appointed may be granted time off by superintendent or designee not to exceed 200 hours a year without pay from regular work duties to attend meetings of interest to the Association.
- ~~4.1612~~ New Employee Orientation: The District will grant designated Association representatives time to meet with newly hired bargaining unit employees within thirty (30) calendar days from the date of hire for a period of at least thirty (30) minutes, during new employee orientation at individual or group meetings that may take place during work hours, without loss of compensation or benefits to

the newly hired employee(s) or representatives. At the beginning of the school year, the District will schedule a paid one (1) hour period to meet with all classified staff during back to school orientation.

4.4713 Reasonable Time: The District shall allow a designated Association representative to engage in the following activities during work hours and at the District's facilities, without loss of compensation or benefits:

- a. Investigate and process grievances and other workplace-related complaints;
- b. Attend investigatory meetings, hearings, and other due process proceedings;
- c. Participate in, or prepare for, proceedings that arise from a dispute involving the collective bargaining agreement, including arbitration proceedings, administrative hearings and other proceedings before the Employment Relations Board;
- d. Engage in collective bargaining, if scheduled during work hours;
- e. Attend labor-management meetings, safety committee meetings and any other meetings between representatives of the District and OSEA to discuss employment relations, if scheduled during work hours;
- f. Testify in a legal proceeding in which the designated Association representative has been subpoenaed as a witness.

HEALTH AND SAFETY Article 4.12: Moved to new Article 21: Working Conditions

LABOR-MANAGEMENT COMMITTEE Article 4.13: Moved to new Article 22: Labor Management

ARTICLE 5 - LAYOFF AND RECALL

- 5.1 Seniority shall be defined as the total length of service within the school District as a classified employee from the most recent date of hire. For the purpose of computing seniority all authorized paid leave, including leave resulting from work-related compensable illness or injury where an employee is receiving some District Sick Leave pay, will be counted towards seniority. Authorized, unpaid leaves of absence in excess of thirty (30) consecutive days will not count towards seniority (except for FMLA/OFLA/PLO), but will not constitute a break in seniority. **When multiple employees are hired on the same day, seniority will be determined by equal chance.** Employees who are laid off as a result of a reduction in positions and who are subsequently reinstated shall retain their full seniority except for the period of layoff. Layoff means any temporary or indefinite separation from a classified employee position or reduction of an employee's hours.
- 5.2 When the District determines a layoff is necessary within the bargaining unit, the Association and those employees affected will be notified at ~~least 14 calendar days in advance, if possible thirty~~ **(30) calendar days in advance**. The layoff notice will include the specific date the layoff is to be effective.
 - A. Layoffs shall be in accordance with the following sequential procedure:

1. The District shall determine the number of classified positions to be eliminated or reduced based on program need(s).
 2. The least senior employee(s) in the classification will be laid off.
 3. The District shall then determine the working assignments of the remaining employees within the classification.
- 5.3 An employee laid off under the provisions of this Article shall be allowed to retreat to a formerly held position in the District, or to a lower paid position in which they may be qualified, as determined by the District providing such retreating employee has greater seniority than the employee presently holding that position. The employee whose position is taken by a retreating employee due to layoff shall also have the right to retreat to a formerly held position under the same provisions as listed above. An employee may not bump up in classification above the position he/she holds or has previously held.
- 5.4 The District agrees that, for a period of twenty-seven (27) months, no new employees shall be hired within a classification until all the laid-off employees in that classification have had an opportunity to return to the active work force following a layoff. Prior to recall the District will consider the merit and competence of the employees previous employment record. Any employee not recalled in seniority because of previous work history will be subject to discussions between the employer and the ~~union~~ Association before final action has been taken by the District.
- A. Whenever the District determines that a regular vacancy exists within a classification which has experienced a layoff (within the last 27 months), laid-off employees from that classification will be recalled in reverse order of layoff. The recall notice will be sent by certified mail to the last address the District has on record for the laid-off employee. The laid-off employee will have ten (10) workdays from receipt of the certified notice to respond to the recall notice. Failure to respond within the ten (10) ~~work~~days by accepting or rejecting the recall notice will cause the laid-off employee to forfeit all recall rights and will be deemed to be a resignation. There is no requirement to accept recall.
 - B. No new employees will be hired into classifications from which employees are laid off and for which they remain qualified and eligible for recall.
 - C. If no laid-off employee has responded to the recall by classification, or if no further laid-off employees exist from the classification, all other laid-off employees may apply for the regular vacancy. Such application shall not prejudice the employee's right to recall in ~~his/her~~ their own classification. ~~Employees recalled shall be placed on the salary schedule at a step equivalent to their wages when they were laid off.~~

ARTICLE 6 - VACANCIES

- 6.1 Whenever a vacancy exists within the positions covered by this Agreement, the District shall make available to the Association notification of such vacancy or vacancies. The notification shall be given not less than seven (7) days-prior to the closing for applications. In addition, notice of all job openings shall be posted in the administration building and all staff rooms. The listing shall include the location, shift, range or wage scale.

- 6.2 When a vacancy occurs or a new position is created within the District in the bargaining unit, an employee who is a part of that unit may bid for the open position. Seniority will be given consideration but the District retains the right to make the ultimate hiring decision. All interested applicants for such positions from within the bargaining unit shall be granted an interview.
- 6.3 An employee who will not be recommended for a posted position will be notified **in writing** of this decision ~~as soon as reasonably possible before it is announced~~. At the request of such employees, the District will **meet with the employee within ten (10) workdays of notification** to provide recommendations on proposed individual ~~upgrades~~ **improvements** to help the employee reach qualifications for future openings in the position.

ARTICLE 7 - PERSONNEL RECORDS

- 7.1 An employee's personnel record shall be available for ~~his~~**their** inspection upon the employee's request during the regular business hours of the District office.
- 7.2 The personnel records of any employee in the bargaining unit shall not contain any evaluation, disciplinary action, or complaint without the employee having been shown the material and provided a copy thereof. The evaluation record and any disciplinary material, including letters of reprimand or plans of assistance, in the personnel file of any employee in the bargaining unit shall bear the employee's signature or initials indicating that the employee has been shown the material, or a statement by a supervisor that the employee has been shown the material and has refused to sign or initial such information. An employee shall have the right to attach a written statement of explanation to any material.
- 7.3 ~~Letters of caution, consultation, warning, admonishment and reprimand may be considered temporary contents of personnel records and may be removed and destroyed no earlier than three (3) years after the last entry of related material into the individual's personnel file. The decision of the Superintendent is final and binding in such matters.~~ No material of a negative nature, warning or reprimand will be placed in the employee's personnel file without notification to the employee. Upon request of the employee, all material of a negative nature will be removed from the file after 36 calendar months, unless required by law to be retained. The District has 90 business days from date the written request is received to complete the removal.

ARTICLE 8 - SEPARABILITY OF PROVISIONS

- 8.1 In accordance with ORS 243.702, in the event any words or sections of the collective bargaining 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 employees to perform to the terms of the agreement, then upon request of either party the invalid words or sections of the collective bargaining agreement shall be reopened for negotiations.

ARTICLE 9 - SALARIES

- 9.1 Salaries for bargaining unit ~~members~~ **employees** shall be in accordance with this Article and as described on Appendix A.

Effective July 1, 2026, the Salary Schedule for the 2026-2027 school year shall be the 2025-2026 salary schedule increased by 2.5%.

Effective July 1, 2027, the Salary Schedule for the 2027-2028 school year shall be the 2026-2027 salary schedule increased by 2.5%.

Effective July 1, 2028, the Salary Schedule for the 2028-2029 school year shall be the 2027-2028 salary schedule increased by 2.5%.

Employees shall advance a step on the salary schedule every July 1.

Upon request of the Association, the parties agree to reopen Article 9.1 and renegotiate salary increases for the 2027-2028 and/or 2028-2029 salary schedule(s) that are no less than the agreed to amounts above.

- 9.2 In the event an employee in the bargaining unit is transferred to a position at a higher classification, the employee will be paid at an hourly rate which is not less than their current salary and the employee shall serve a 90 calendar day (not including summer break) probationary period. If an employee were to fail the probationary period, they could return to their previous job position or an available equivalent position.
- 9.3 In the event an employee in the bargaining unit is transferred voluntarily to a position at a lower classification than their current position the employee will be paid not less than the hourly rate specified at the lower classification for the current step. For clarification purposes it is agreed that the employer may transfer employees within classifications however, there is no vested right to transfer between classifications unless the employee has bid on and been selected for a vacant position.
- 9.4 Article 9.4 Probationary Language moved to new Article 23: Probation

~~Upon the successful completion of the probationary period, a new employee will be advanced to step 1 in the applicable salary schedule. At the discretion of the superintendent, an employee may be advanced on the applicable salary schedule if experience or other circumstances warrant the placement. It is further agreed that current employees "bidding" on vacant position and awarded such positions shall be placed on the Schedule that would insure them a pay increase. The District reserves the right to place employees on the same step previously serving in the different classification.~~

New hires shall be placed at step one of the salary schedule. Upon written request to the human resources director, new hires may be placed at a step, not to exceed step 5, based upon their relevant work experience and qualifications.

Voluntary and involuntary transfers shall be placed on the salary schedule at a step that would insure them a pay increase.

- 9.5 ~~The classification code for any newly created positions shall be determined by the District after consultation with the Association.~~
- 9.6 An employee substituting for another classified employee or filling a vacancy in a classified position shall receive the hourly or daily salary rate of the position they are substituting in, or

regular hourly rate of pay, whichever is greater.

ADDITIONAL PAY INCENTIVE

9.7 Additional Pay Incentive

- A. Shift Differential: Employees who work a 0.8 FTE or more shift that starts after noon will receive a 5% pay differential calculated on their base pay rate. Employees working a graveyard shift, shifts starting at or after 9 pm, will receive a 10% pay differential calculated on their base pay rate. If an employee is asked to work a split shift before and after noon, the shift differential will not be applied until 3pm.
- B. Instructional Assistants with an Associate Degree or higher will be placed at the Instructional Assistant II classification on the salary schedule.
- C. Career Employee Recognition
 - 1. A bargaining unit employee who has ~~fifteen (15)~~ twelve (12) years of continuous employment with the District shall receive a one-time ~~one thousand (\$1000)~~ one thousand five hundred (\$1500) dollar bonus
 - 2. Upon completion of each additional three (3) years of continuous employment with the District the employee shall receive an additional ~~one thousand (\$1000)~~ one thousand five hundred (\$1500) dollar bonus.
 - 3. Awards will be based on years of continuous service from the employee's date of hire and not retroactive.
 - 4. Career Employee Recognition will be paid in a separate paycheck during the appropriate anniversary of their hire date.

WORK DAY, WORKWEEK AND OVERTIME Language moved to new Article 24

PROFESSIONAL DEVELOPMENT Language moved to after article 9.17 (new 9.8) Extra Duty

INCLEMENT WEATHER/EMERGENCY CLOSURE Language moved to new Article 25

PERS Language moved to new Article 26

EXTRA DUTY ASSIGNMENTS

9.178 Employees who choose to work Extra Duty Assignments beyond their regular work day may do so under the following conditions:

- A. The Employee has the approval of the supervisor of the Extra Duty Assignment to fill the position.
- B. Compensation for Extra Duty Assignments is as outlined within the "Extra Duty Assignments" within the Certified Bargaining Agreement.
- C. Extra Duty Assignments are first eligible for Certified Employees to apply for and then

become available for Classified Employees to apply to take on these duties. Only open positions may be applied for by Classified Employees.

D. Extra Duty Assignments can be ongoing and continuous (such as Coach or Class Advisor), these assignments go back to Certified Employees to apply for if the position is vacated.

E. Since this is a different job assignment than the Employee's existing employment with the District:

1. If filling this Extra Duty Assignment causes the Employee to exceed 40 hours per week, then they will NOT be paid overtime (as outlined in section 9.11).

2. If an Extra Duty Assignment starts before the end of the employee's regularly scheduled workday then the beginning of the four (4) hour event shall not begin until after the end of their employee's regularly scheduled workday.

F. Classified Extra Duty Assignments must occur on an irregular or sporadic basis and generally refer to after school extracurricular assignments that are not part of the regularly assigned duties of the Employee.

1. An employee who accepts a Medical Extra Duty Assignment shall receive an additional eighty cents per hour on their hourly wage per semester, while assigned. In order to qualify for this assignment the employee must receive annual training by the school nurse and perform some medical task (blood sugar monitoring, catheterization, etc.) on a regular basis. The assignment may be repeated for the second semester if needed.

- ~~2. An employee who accepts Safety Patrol Extra Duty Assignment shall receive an additional twenty six cents per hour on their hourly wage per semester, while assigned. The assignment may be repeated for the second semester as needed.~~

- ~~3. An employee who accepts an Extra Duty Assignment as School to Work Coordinator or Scholarship Coordinator shall receive an additional fifteen cents per hour on their hourly wage per year, while assigned. The stipend will pay for up to twelve (12) hours of after school duties if needed.~~

- ~~4.~~2. An employee who accepts an Extra Duty Assignment Stipend listed in the Vernonia Education Association's CBA (i.e. Class Advisor, PBIS Coordinator, Volunteer Coordinator, etc.) shall agree to limit the hours they work to fit the stipend. The number of hours to be allocated to the assignment shall be preapproved and jointly planned by the employee and their supervisor for that stipend.

- ~~5.~~3. An employee who accepts a Behavior or Structured Learning Classroom Instructional Assistant Assignment shall receive an additional eighty cents per hour on their hourly wage per semester, while assigned.

- ~~6.~~4. An Employee who accepts a bilingual translation and interpretation assignment shall receive an additional one dollar and forty cents (\$1.40) per hour on their

hourly wage per semester, while assigned.

PROFESSIONAL DEVELOPMENT

9.139 Professional Development.

- A. The District will pay for workshop registration as approved by the Superintendent.
- B. The District will set aside a total of \$3000 annually to pay ~~members~~ employees for relevant course tuition or workshop fees as follows:
 - 1. Up to and including four (4) undergraduate credits at the P.S.U. rate per year.
 - 2. Funds are available “up-front” (prior to registration).
 - 3. The ~~member~~ employee will promptly reimburse the District for failure to register, failure to complete the workshop or course, or if the grade received is a failing grade.
 - 4. In order to receive workshop registration and/or tuition reimbursement, classes must be approved by the Superintendent prior to beginning the class.
 - 5. At the request of either the OSEA or the District this provision may be reevaluated.
- C. This benefit applies to District employees who have completed at least one calendar year of service.

~~ANNUAL SALARY SCHEDULE ADJUSTMENTS~~

~~9.18 The 2023-24 salary schedule shall include a 5% Cost Of Living Adjustment (COLA) increase each year for each employee for the calendar years 2023-24, 2024-25, and 6% for 2025-26. Employees shall advance a step on the salary schedule every July 1. The salary schedule shall be adjusted to remove Steps 1 and 2 from the 2022-23 schedule. In 2023, the Salary Schedule will reflect a total of 10 steps. Step 3 from the 2022-23 schedule shall be listed as Step 1 in the 2023-24 schedule following the increase of 5% to the base schedule.~~

PAYCHECKS

- ~~9.19~~ 10 Each less-than-twelve- (12) month employee shall choose ~~his/her~~ their method of receiving payment from the following choices and shall notify the payroll office prior to June 30 for the following school year of the method desired:
- ~~A. Monthly payments based on actual hours worked shall be made with paychecks received on the last business day of each month.~~
 - ~~B. Twelve (12) equal payments shall be made with paychecks received on the last business day of each month~~
 - ~~C. Ten (10) equal payments shall be made with paychecks received on the last business day of each month.~~
- A. Payment of the contracted salary shall be made monthly on the last business day of each month

beginning in September by the employee's option in either in twelve (12) equal installments with checks covering the June, July, and August installments due on the last day in June Ten (10) equal payments. Choice must be made by September 1st of the current year and will remain in effect for the contract year.

- B. In an emergency, an employee may request, and payroll will provide, a 50% draw of the current month's pay in the middle of the month. This is limited to a maximum of two times per fiscal year.

TRAINING

- 9.11 Employees shall be granted adequate time during their regularly scheduled hours to conduct and finish workplace training.

HIRING DOCUMENTATION

- 9.12 Upon hire, new employees shall receive a copy of the CBA and their Job Description.

RECLASSIFICATION

9.13 Reclassification

- A. An employee who believes their job is improperly classified, that their job duties significantly differ from their job description, or that their pay is inconsistent with their current job duties may submit a written request for reclassification to their direct supervisor. The supervisor will review the request and respond in writing within a reasonable timeframe ten (10) workdays.
- B. An employee who is granted a reclassification to an already existing position will be placed on the salary schedule in accordance with Article 9.4 Voluntary Transfer language. In the event a new position is created, or the job duties are found to significantly differ from current job descriptions, the Association may issue a demand to bargain within 14 calendar days.
- C. An employee who is not satisfied with the supervisors response may appeal the decision according to the grievance procedure outlined in Article 17 Grievances.

ARTICLE 10 - HOLIDAYS

10.1 Holidays for employees in the bargaining unit shall be:

Memorial Day	Juneteenth*
*Independence Day	
Veteran's Day	Labor Day
*New Year's Day	Thanksgiving Day
Martin Luther King Day	President's Day
*Christmas Day	The day after Thanksgiving will be a non-paid holiday.

The last workday before Christmas and the first workday after Christmas will be non contract days for custodial staff.

*Only twelve month employees, or employees regularly scheduled to work are paid for these

holidays

- 10.2 Employees in the bargaining unit shall be compensated for holidays listed in Section 10.1 as though the employee had worked a regular schedule for that date.
- 10.3 To be eligible for holiday pay as specified in Section 10.1 and 10.2 above, the employee must have worked their scheduled day before and their scheduled day after the holiday or received pre-approved paid leave or verbal approval from the superintendent. Employees are responsible for prompt completion of necessary paperwork as soon as possible when verbal approval is given.
- 10.4 If an employee is required to work on a holiday, the employee shall be paid in addition to holiday pay, at the rate of time and a half for the hours worked.
- 10.5 Employees regularly scheduled to work during spring break shall receive at least two unpaid days of holiday during spring break.

ARTICLE 11 - VACATIONS

- 11.1 Vacation time will be granted to employees who are employed 12 months per year with the school District as indicated in the following table:

Years of Service with the District	1 - 5	6	7	8	9	10	11	12	13	14	15+
Equivalent Days' Vacation	10	11	12	13	14	15	16	17	18	19	20

- 11.2 Vacation time shall accrue at the rate of one-twelfth (1/12) the annual allowance per month and be accumulated up to twenty five (25) days. The employee will not be permitted to accumulate vacation in excess of twenty five (25) days unless the accrual is the result of action or inaction on the part of the District.
- 11.3 Vacations must be scheduled in advance with the approval of the immediate supervisor. Requests made with reasonable advance notice and declined may be appealed through the normal chain of supervision to the Superintendent.
- 11.4 In the event an employee resigns or retires they will be required to exhaust all vacation days in excess of five (5) for which they may elect to be paid for. In the event of a layoff or involuntary termination an employee will be paid for all days due.
- 11.5 Persons who are employed after July 1 will be granted prorated vacation days for the first fiscal year in which they are employed. However, for persons employed on or after January 2, this partial year will not count as a year's service in computing vacation allowances for future years. The following schedule will apply for prorating:

Prorated Vacation Days Schedule		
Month Employed	Percentage of Vacation Due	No. of Days Vacation
July	1	10

August	.92	9
September	.83	8
October	.75	8
November	.67	7
December	.58	6
January	.50	5
February	.42	4
March	.33	3
April	.25	3
May	.17	2
June	.08	1

ARTICLE 12 - INSURANCE

- 12.1 During the term of this Agreement, the District will pay prorated benefits, not less than the Certified contract insurance cap, if the scheduled FTE for an employee is between 0.5 and 0.79. At .80 FTE the employee shall receive full benefits as outlined on the plan(s) adopted by the District for classified employees.
- 12.2 The combined cost to the District for medical and dental insurance provided in 12.1 above shall be the same amount as indicated or negotiated in the Certified Bargaining Unit. The costs, allowances and provisions for all medical, dental, vision, insurance opt-out and HSA amounts shall be equal and the same as the Certified Bargaining Unit. Excess costs above the annual stated "caps" will be payroll deducted from the employees' paychecks.
- 12.3 Opt out: Employees eligible for a District insurance contribution, but who choose not to obtain insurance coverage, may opt out in accordance with the underwriting rules and regulations as set forth by the carrier(s) in the policy (policies) retained by the policyholder.
- A. Employees choosing to opt out must show written proof that they are already covered by other group insurance
 - B. There shall be an annual single open enrollment period in August of each year to allow eligible employees the opportunity to opt out of insurance coverage. If an eligible employee chooses to opt out or waive ~~his/her~~ **their** insurance coverage, that waiver shall be effective until the next open enrollment period.
 - C. An eligible employee who opts out of insurance by meeting the above requirements shall receive a monthly stipend of \$400 in lieu of the contractual insurance coverage. The stipend will be considered taxable income under section 125 benefits.
 - D. An employee who opts out of insurance, as outlined above, may be eligible for vision or dental insurance. Premiums for this coverage will be deducted from the monthly stipend.
- 12.4 Classified employees in the bargaining unit returning to the District following employment to the end of the previous year will be covered during the entire fiscal year for medical, dental and accident insurance.
- 12.5 Classified employees in the bargaining unit new to the District will be covered from the first day of

the month following their first paycheck.

- 12.6 Premium Payments: The District will pay premiums to OEBB based on “Tiered” rates. In the event the “tiered” rate for the plan chosen by the employee is less than ~~\$1400~~ \$1600 in 2026-2027, \$1625 in 2027-2028, and \$1650 in 2028-2029 per month, the District will retain the difference. In the event the “composite” rate for the plan chosen by the employee exceeds ~~\$1400~~ \$1600 in 2026-2027, \$1625 in 2027-2028, and \$1650 in 2028-2029 per month, the employee will pay the difference between the ~~\$1400~~ \$1600 in 2026-2027, \$1625 in 2027-2028, and \$1650 in 2028-2029 and the composite rate for that plan. If the tiered rate exceeds the composite rate for that plan, the District will pay the difference between the composite rate and the tiered rate.
- 12.7 Health Savings Account: The District agrees to offer, as an insurance coverage option, a Health Savings Account (HSA) with a contribution of 1/12 of the maximum annual individual HSA contribution permitted by the IRS to Association members who choose an HSA required medical plan. The individual setup of the HSA and the liability for its use is the responsibility of the Association member. Because this is their account, the member will also be responsible for any bank fees in relation to their HSA.

ARTICLE 13 - ELIGIBILITY FOR BENEFITS

- 13.1 Eligibility for any form of benefit contained within this contract, such as vacations, insurance, leaves, etc., shall be determined not only by the specific requirements contained in those articles, but also upon the actual reporting for duties and being on the job.
- 13.2 All District contributions for fringe benefits will cease upon termination of an employee at the end of the last month in which the employee actively works. Contributions of the employer and/or employee for insurance during the last month of the employment will provide coverage for the month following termination subject to the carrier's acceptance. Employer contributions for fringe benefits will cease on the date of termination when the employee has been terminated for flagrant misconduct.

ARTICLE 14 - LEAVES

SICK LEAVE

- 14.1 Sick Leave: Sick leave is defined as absence from duty because of an employee's personal illness or injury, illness or injury of their dependent parent, child or spouse and is subject to the following provisions:
- A. Sick leave shall be earned, granted, accumulated and transferred in accordance with ORS 332.507. Such leave shall accumulate at the rate of ~~twelve (12)~~ ten (10) days per school year for full time employees. Sick leave for full-day absences will be charged in accordance with the employee's regular work schedule. ~~The District may require medical certification or fitness-for-duty documentation consistent with OFLA, FMLA, ADA, and Paid Leave Oregon. Any such request shall be job-related and consistent with business necessity.~~
 - B. Leave for injury when such injury is job related shall be granted when the employee has exhausted ~~his/her~~ their accumulated Sick Leave. Such leave shall be without pay and shall be limited to the remainder of time in the school year for which the employee normally would have been on duty. However, if the job-related injury occurs within 60 days of the end of the

employee's contract, this leave will be extended 6 months from the date of injury. The District shall provide the employee with the negotiated insurance benefits of this Agreement during the period of time the employee is on leave.

- C. Sickness which prevents an employee from carrying out ~~his/her~~ their duties following the exhaustion of ~~his/her~~ their accumulated Sick Leave as defined above may be sufficient reason for the District to place the employee on leave without pay for up to a year or terminate the employee without penalty if the District determines, based on a physician's statement at the end of the leave, the employee is unable to resume ~~his~~ their assigned duties.
- D. Accrued Sick Leave can be used to maintain the ~~members~~ employee's salary during periods of personal illness, or the illness of a child ~~under 18~~ living in the ~~member~~ employee's home. After 5 consecutive days of personal illness, the employee will be required to obtain a doctor's release to return to work. ~~The District may require medical certification or fitness-for-duty documentation consistent with OFLA, FMLA, ADA, and Paid Leave Oregon. Any such request shall be job-related and consistent with business necessity.~~
- E. ~~A members~~ An employee's accrued Sick Leave may also be used under Family Medical Leave Act/Oregon Family Leave Act/~~Paid Leave Oregon~~ (FMLA/OFLA/~~PLO~~) for: Sick Child, Illness in Family, Parental Leave, Bereavement Leave, Military Exigency, and other leaves as defined in ORS 659A.270 - 659A.285. F. Under ORS 653.601-661, "Sick Time", ~~a member an~~ employee may use 40 total hours of their accrued personal Sick Leave to care for a sick family member(s) before being required to complete FMLA/OFLA/~~PLO~~ application. ~~Members Employees~~ will be required to complete FMLA/OFLA/~~PLO~~ paperwork for the determination of eligibility to use leave for these purposes in excess of a total of 40 hours for all use related to any "family member(s)".

~~In the event of an extended medical leave, the employee reserves the right to bank up to 5 days of Sick Leave for use after their return.~~

~~G. "Family member definition" moved to Appendix B~~

PERSONAL LEAVE

- 14.2 Personal Leave: Classified employees within the bargaining unit will be granted up to three (3) days of personal leave per year with pay. This leave shall not be restricted in its use, nor shall an employee have to state the reason for such leave. ¶

Unused personal leave will be reimbursed at the employee's hourly rate of pay in the June paycheck as salary. ~~Personal leave must be approved in advance and may be subject to the availability of qualified substitutes.~~ Personal leave shall be requested in advance whenever practicable. Approval shall not be unreasonably withheld. The District retains the right to limit the number of employees absent on the same day based upon operational needs. ¶

Such leave will not be used during the week prior to Christmas vacation, during the last five student contact days and any additional in-service days. An employee intending to use personal leave shall give ~~his/her~~ their immediate supervisor twenty-four (24) hours' notice, except in case of emergency.

- 14.3 At the request of the Association, the ~~Board Superintendent~~ may authorize the transfer of ~~personal~~ leave from one employee to another. ~~not to exceed one donated day per employee~~. The transfer will be done on a voluntary basis and the names of the employees authorizing and not authorizing the transfer will be kept confidential. ~~All unused leave will revert to the donor, and the names of the employees authorizing and not authorizing the transfers will be kept confidential. All unused donated leave will revert to the donor. This can be a personal day or Sick Leave on a 2:1 basis. Spouses who are both District employees may transfer Sick Leave at a 1:1 basis. Donating employees must retain a minimum of 10 days.~~

BEREAVEMENT LEAVE

- 14.4 Bereavement Leave: Classified employees within the bargaining unit shall be granted up to five (5) of leave with pay when justified by the death of a relative as outlined in Section 14.1.G above. ~~Classified employees within the bargaining unit shall be granted up to five (5) days of leave with pay when justified by the death of a relative as outlined in Section 14.1.G above.~~ Cases involving other than immediate family may be considered on presentation of sufficient justification to the Superintendent. Additional paid or unpaid bereavement leave may be granted at the discretion of the Superintendent.

JURY/WITNESS LEAVE

- 14.5 Jury/Witness Leave: Employees shall be granted leave with full pay with the exception of mileage fees for legally required jury duty or witness service in matters of litigation where the employee is a disinterested party. Jury Duty employees summoned for jury duty will be paid their regular salary less the amount paid to the employee by the court, with the exception of lodging, meal, and mileage fees. Employees will submit a copy of payment fees to the District within seven (7) days of receipt. The Witness Leave portion of this section is not available when the employee or the Association is a complaining party in a case against the District.

FAMILY MEDICAL LEAVE AND PAID LEAVE OREGON

- 14.6 ~~Family Medical Leave: The District shall allow an unpaid leave of absence to any employee in the bargaining unit in accordance with the Oregon Family Leave Act (OFLA) and the Federal Family Medical Leave Act (FMLA). Benefits provided by these acts shall be concurrent and not consecutive. The District will administer the Federal Family and Medical Leave Act, Oregon Family Leave Act, and Paid Leave Oregon in accordance with statutes and rules. Any employee in the bargaining unit not normally eligible for PLO, OFLA or FMLA benefits due to minimum work hours or minimum days of employment, will be granted benefits in accordance with the Oregon Family Leave Act and Paid Leave Oregon. During such leave, the employee shall use any vacation or Sick Leave they may have accumulated. Exceptions on the mandatory use of paid leave may be approved by the Superintendent. Only one twelve week FMLA (cumulative) can be used in any twelve month period.~~
- 14.7 Paid Leave Oregon (PLO)

A. Notwithstanding other provisions of this Agreement, upon full implementation of Paid Leave Oregon, employees who receive benefits under PLO will have the option of:

1. Receiving only PLO benefits without deduction from their Sick Leave; or

2. Supplementing PLO benefits with Sick Leave not to exceed the employee's regular rate of pay, as permitted by law.

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

1. Use Sick Leave to fully cover the period of absence. Upon receipt of the PLO benefits, funds received for any period of time ultimately paid for by PLO benefits will be repaid to the District, and the amount of Sick Leave represented by those payments will be restored to the employee's balance; or

2. Receive only the amount of Sick Leave needed to supplement the anticipated PLO benefits to provide compensation up to the limit allowed by law, but not to exceed the employee's normal gross pay.

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

3. The District will identify leave pay status and identify how leave is being applied.

C. It is understood that all benefits and rights provided under this Agreement continue for employees receiving PLO benefits in the same manner and extent as would apply if the employees were working.

MISUSE OF LEAVE

14.78 Misuse of Leave: Any misuse of Sick Leave, special leaves or any other provision for absence from the assigned duties through intentional fraud, deceit, or falsified statements shall be considered as gross negligence and the employee shall be subject to disciplinary action and/or dismissal. The use of Sick Leave for mental health conditions is an appropriate use of leave.

LEAVE WITHOUT PAY

14.9 Upon written request, employees may receive leave without pay at the superintendent's discretion.

WORKERS COMPENSATION

14.10 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. Employees receiving Workers' Compensation benefits may use accrued Sick Leave to supplement benefits, not to exceed their regular net pay. If a Worker's Compensation claim is denied, the District may charge the absence to the employee's accrued Sick Leave. If no Sick Leave is available, the absence shall be unpaid, consistent with Oregon wage and hour law. After three (3) days, Sick Leave may be drawn in an amount determined by the District and added to Worker's Compensation benefits for an approved claim. The combined pay shall not exceed the employee's regular net salary.

LUNCH AND REST PERIODS Language moved to new Article 27

ARTICLE 15 - RETIREMENT

- 15.1 Upon retirement after reaching the age of 58 years, or upon completion of 30 years of service in PERS covered occupations, or upon permanent disability, whichever may occur first, each classified employee within the bargaining unit shall be eligible to receive severance pay as outlined in the following sections of this Article.
- 15.2 An employee with 15 or more years of service in Administrative School District 47J shall be paid a sum equal to the value of 25% of ~~his~~ **their** accumulated Sick Leave days up to a maximum accumulation of 100 days.
- 15.3 An employee with 10 or more years of service, but less than 15 years of service, in Administrative School District 47J, shall be paid an amount equal to 16.7% of the accumulated Sick Leave days up to a maximum accumulation of 100 days.
- 15.4 Computation of retirement pay will be ascertained using the individual employee's base salary at the time of separation.
- ~~15.5 Payment of retirement pay will be made at a time specified by the employee but not later than the January payroll date of the next year.~~
- 15.65 Employees in the bargaining unit who are employed seven (7) hours or more per day shall be entitled to the same early retirement benefits as indicated and negotiated in the Certified Bargaining Agreement.

ARTICLE 16 - DISMISSAL

- 16.1 The ~~superintendent~~ **District** may dismiss, suspend or demote any regular employee in the bargaining unit for just cause. ~~Probationary employees may be dismissed for any reason deemed sufficient by the superintendent. However,~~ the District agrees to conduct a fair and impartial investigation when administering discipline.
- 16.2 If, in the opinion of the employee's immediate supervisor, the employee's performance is unsatisfactory, the supervisor shall notify the employee of the deficiencies and identify a length of time in which the employee may demonstrate acceptable improvement. In the event a plan of assistance is considered necessary, the supervisor and the employee will sign the plan of assistance, which shall be placed in the employee's personnel file. The employee may attach a written statement of explanation to the plan.
- Throughout this process, all employees have a right to Association representation.
- 16.3 The employee shall have the right to have the dismissal, suspension or demotion reviewed under the provisions of the formal grievance procedures included in this Agreement. ~~Probationary employees (see 9.4) may be dismissed for any reason deemed sufficient by the superintendent.~~
- 16.4 The supervisor, administrator, superintendent or superintendents designee conducting disciplinary meetings shall inform employees participating in any disciplinary meeting of the employee's Weingarten rights upon notification of the meeting.

ARTICLE 17 - GRIEVANCE PROCEDURES

17.1 All classified employees shall have the right to present a grievance and to be heard in complete freedom from reprisal. A grievance exists when an employee or group of employees alleges that there has been a violation or inequitable application of any provision of this Agreement. Only a violation or inequitable application of the provisions of this Agreement is arbitral.

17.2 Grievances will be processed through the following levels in numerical order and within the stated time limits.

A. Level One:

1. An aggrieved employee shall promptly attempt to resolve the grievance between the employee and ~~his~~ **their** immediate supervisor.
2. If the grievance is not resolved informally, the employee or the Association shall file the grievance in written form setting forth the grounds on which the grievance is based and the reasons why the aggrieved considers the informal decision unacceptable.
a. Grievances may be submitted electronically
3. If the employee does not submit the written grievance in accordance with the above within ~~15~~ **twenty (20) workdays** after the occurrence of the facts upon which it is based or first became known to the employee, such failure to initiate action shall be considered as a waiver of all rights to the grievance procedure.
4. The immediate supervisor shall provide a written response within ~~7-days~~ **ten (10) workdays** after receipt of the written grievance. If the employee does not accept this response, he may appeal to Level Two.

B. Level Two:

1. The appeal to Level Two shall be in writing to the Superintendent within ~~7-days~~ **ten (10) workdays** after the receipt of the immediate supervisor's response. The written appeal shall give a clear statement of the alleged grievance, the Agreement provision(s) involved and the relief sought.
2. The Superintendent or ~~his~~ **their** appointed representative shall review the grievance, arrange for necessary discussions and give a written response within ~~12-days-ten~~ **(10) workdays** after ~~his~~ **their** receipt of the written appeal.
3. If the employee is not satisfied with the decision rendered by the Superintendent, he may appeal to Level Three.

C. Level Three:

1. The appeal to Level Three shall be to the District Board of Directors. Delivery of the written appeal within ~~seven-days~~ **ten (10) workdays** following receipt of the Superintendent's response shall constitute filing.
2. The District Board of Directors will schedule a hearing of the appeal at a regularly scheduled school board meeting or not later than ~~two-weeks-ten~~ **(10) workdays** after receipt of the appeal. The employee may have representation in presenting the grievance. At the request of the grievant, the hearing will be in executive session, subject to the Public

Meetings Law.

3. The Board shall render a written decision to all parties of interest within ~~seven days~~ **ten (10) workdays** after the hearing.
4. Grievances not settled at Level Three may be appealed to Level Four (Arbitration).

D. Level Four:

1. Written request for arbitration must be to the Superintendent within ten **(10) workdays** of receipt of the decision rendered at Level Three.
2. When a timely request has been made for arbitration, the parties or their designated representatives shall attempt to select an impartial arbitrator. Failing to do this, they shall within ten days of the appeal, jointly request the Employment Relations Board to submit a list of five arbitrators. As soon as the list has been received, the parties or their designated representatives shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list and the fifth and remaining name shall act as the arbitrator. The arbitrator and both parties shall abide by American Arbitration Association expedited procedure.
3. The arbitrator shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a written decision to the employee(s) involved, the Association and the District. The decision shall be submitted to the parties within 30 days of the hearing or the receipt of briefs, whichever is later. The arbitrator shall have no power to advise on salary adjustments, except as to the improper application thereof, and may not add to, subtract from, modify or amend any terms of this Agreement. A decision of the arbitrator shall, within the scope of ~~his~~ **their** authority, be binding on all parties.
4. Arbitration costs shall be ~~shared equally by both the parties involved~~ **borne by the losing party, unless the arbitrator determines that such allocation would be unjust, in which case the costs may be split or otherwise allocated.** Any costs incurred unilaterally by either party shall be the sole responsibility of the party incurring that cost.

17.3 Days as listed in this Article are defined as regular duty days of the District. Weekends and holidays are excluded. All parties shall attempt to process and complete the procedure at each step as promptly as is possible. The number of days indicated at each level for settlement shall be considered as maximum. Such time limits in each case may be extended only by the mutual consent of both parties.

17.4 Failure at any level of this procedure by the aggrieved to appeal a grievance to the next level within the specified time limit shall be deemed to be an acceptance of the decision rendered at that level. Failure at any level to communicate the decision in writing within the specified time limit shall permit the aggrieved to proceed to the next level.

ARTICLE 18 - FUNDING

18.1 The parties to this Agreement recognize that revenue needed to fund the compensation provided for in this Agreement must be approved by establishing budget procedures. Further, such funding

must be within taxing and/or expenditure limitations imposed by legislative acts and/or constitutional provisions. All such compensation is therefore contingent upon sources of revenue, property tax or expenditure limitation.

- 18.2 The District has no intention of reducing the compensation specified in this Agreement because of budgetary limitations, but cannot, and does not, guarantee any level of employment in the bargaining unit covered by this Agreement nor does the District guarantee any continuation of present activities or programs in their present form and/or location or on any other basis.

ARTICLE 19 - ENTIRETY OF AGREEMENT

- 19.1 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed the Agreement. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the District's direction and control unless it is a protected right under the collective bargaining law.

ARTICLE 20 – No Strike No Lockout

~~4.3~~

- 20.1 The Association and its members, as a group or as individuals, will not initiate, cause, permit, or participate or join in any strike, work stoppage, slowdown, picketing, or any other restriction of work during scheduled working hours.

~~4.4~~

- 20.2 In the event of an illegal strike as defined in ORS 243.726 and ORS 243.732, work stoppage, slowdown, picketing, observance of a picket line, or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, during the term of this Agreement the Association will immediately upon notification, attempt to secure an immediate and orderly return to work. This obligation and the obligations set forth in all other paragraphs of this Article shall not be limited or affected by the subject matter involved in the dispute giving rise to the stoppage or whether such matter is or is not subject to the grievance provisions of this Agreement.

~~4.5~~

- 20.3 The District will not lock out employees during the term of this Agreement.

ARTICLE 21 – Working Conditions

HEALTH AND SAFETY

~~4.12-~~

- 21.1 It is agreed by the parties that the District shall maintain a safe and hostile free work environment and that the District shall take immediate action to ensure the safety of all employees. Further, the District shall comply with all provisions of OR-OSHA and that Safety Committees function in accordance with OR-OSHA Administrative rules and that the Association shall appoint its

members to all safety committees.

Any employee, who is required to work in any situation considered hazardous by the District, shall receive proper training for such duties and/or situations. Training and any associated costs for training including travel, lodging, per-diem and overtime shall be paid for by the District in accordance with State and Federal Law.

If no safety equipment is available, and /or the employee or employees have not received performance training, that employee(s) shall not be required to perform said duties.

In the event any bargaining unit employee suffers an injury due to attack, assault, overt physical act of violence, or inappropriate physical contact by a student of the District, the employee shall not be required to work with that student until such time that the employee and/or ~~union~~ **Association** representative and the building principal and/or special education director have met promptly (within forty eight (48) hours) and conferred about a solution to the issue. The administration will then establish a reasonable solution to the issue and notify the employee of the resolution. **No student shall be left without supervision because of this provision.**

Any incidents as described in this section shall be reported to the District Safety Committee.

21.2: Employees exposed to or asked to treat lice infections shall receive a lice treatment kit

IEP ACCESS

21.3 Bargaining unit employees who are assigned to work with a student with specialized needs to assist the student with the educational, behavioral, medical, health, or disability-related support needs of the student shall be provided adequate, compensated time to:

- A. Access and review individualized education programs, 504 plans, behavior intervention plans, medical support protocols, and documentation related to employee's responsibilities to assist with students' educational, behavioral, medical health, or disability-related support needs.**
- B. Be consulted during education plan development, review, or revision.**
- C. Be invited to and attend meetings concerning:**
 - 1. development of the student's individualized education program, 504 plan, behavior intervention plan, and medical support protocols**
 - 2. The student when the decisions made and issues discussed are related to the responsibilities of the employee to support the student**
- D. Receive adequate training to safely carry out assigned specialized duties.**

ARTICLE 22 – Labor Management Committee

- 22.1 The District and the Association agree to form a Labor-Management Committee. ~~Composition of the committee shall be determined by the Association, the certified bargaining unit, and the District.~~ The purpose of the committee is to discuss ideas, investigate, and suggest resolutions to ongoing problems and make recommendations to the District. ~~Any member of the committee request a meeting of the committee each month or on an as-needed basis.~~ The committee shall be made up of two Association representatives and two representatives of the District. The District and the Association shall meet on an as needed basis at the request of either party. Upon request, the parties shall meet within ten (10) working days or later by mutual agreement.

ARTICLE 23 – Probationary Period

~~9.4—~~

- 23.1 Employees transferred to different positions at higher code classifications shall serve a ninety (90) day probationary period.

Employees transferring to a different classification may voluntarily return to their prior position within the first ~~fourteen (14) calendar~~ ten (10) workdays of their ninety (90) day probationary period, unless their former position is no longer vacant.

New employees shall serve a ~~thirteen (13) month~~ ninety (90) day probationary period (not including summer break). ~~Upon the successful completion of the probationary period, a new employee will be advanced to step 1 in the applicable salary schedule.~~

ARTICLE 24 – Work Day, Workweek, and Overtime

~~9.8~~

- 24.1 The Superintendent and/or their designee will designate the workday and the work schedule for each employee.

~~9.9~~

- 24.2 The work week begins at 12:00 am on Saturday and ends at 11:59 pm on Friday.

~~9.10~~

- 24.3 Overtime is time worked in excess of forty (40) hours per work week. Time worked beyond an employee's work schedule, if their work schedule is less than forty (40) hours per work week, is additional time not overtime.

~~9.11~~

- 24.4 Overtime worked shall be calculated at the rate of time and one half (1 ½) and shall be taken as either compensatory time off or paid, as offered by the Superintendent/supervisor. It is understood the arrangements for the use of compensatory time shall be jointly planned by the employee and the supervisor.

~~9.12~~

- 24.5 ~~Overtime pay for employees shall be allowed in cases of emergency or when authorized in writing by the Superintendent/supervisor~~ Overtime pay for employees shall be allowed only when authorized in advance by the Superintendent/supervisor, except in emergency situations when an employee reports to work in responding to an emergency or call back they will receive a minimum of two (2) hours show-up time at their regular rate of pay and overtime if applicable.

ARTICLE 25 – School Closure

Inclement Weather Definition: Any weather related incident creating conditions that cause the cancellation of school.

Emergency Closure Definition: Any emergency situation (building emergency, faulty utilities, illness, environmental threat) that causes the cancellation of school.

~~9.14~~

25.1 Inclement Weather/Emergency Closure

- A. Maintenance/Custodial Employees. All Maintenance/Custodial Employees will maintain their regularly scheduled working hours on days when schools are closed or opening late due to inclement weather. Work schedules may be modified by the Superintendent based on maintenance/custodial needs. Notification will be made to the Maintenance Supervisor in a timely manner in order that Maintenance/Custodial employees can be notified of the work schedule.
- B. All Other Employees. The Superintendent or ~~his/her~~ **their** designee shall determine which employees are to report to work on days when schools are closed due to inclement weather or an emergency closure. Work schedules may be modified by the Superintendent or ~~his/her~~ **their** designee.
- C. Employees not required to report to work on days when schools are closed due to inclement weather/emergency closure shall not suffer a loss in pay.
- D. Rescheduled Student Contact Days. In the event of inclement weather the District may schedule student contact make-up days. Those employees who were not required to work during days the schools were closed due to inclement weather/emergency closure shall report for work on the student contact make-up days. This pay shall be evenly distributed among the remaining pay periods for the year beginning with the next regularly scheduled pay period.
- E. All employees required by the District to report to work on days when school is cancelled due to inclement weather/emergency closure shall be compensated at the overtime rate of time and a half (1½) their salary schedule for the time they work, with a four (4) hour minimum.

Time and a half payments will be honored for the first five (5) days of a closure. If the closure lasts longer than five (5) days, time and a half payments will cease for that closure, and a Memorandum of Understanding will be developed between OSEA and the District.

ARTICLE 26 – PERS

~~9.15-~~

- 26.1** The District shall “Pick-up”, assume and pay a 6% employee contribution to the Public Employees Retirement System (PERS) fund for the employee members of the bargaining unit then participating in the PERS. Such “Pick-up” in payment of employee-member contribution to the system shall continue for the life of this Agreement. Nothing in this Article shall require the District to be out of compliance with the State constitution or Statutes.

~~9.16~~

- 26.2 If for any reason the “pick up” shall become no longer legally available, the Employer shall on the last payroll period of this Agreement increase the wages of any affected employees by six percent (6%) and require employees to pay the pick up; however, in that event the employee contribution of six percent (6%) of wages to PERS or OPSRP shall be deemed “picked up” by the employer for the limited purpose of Section 414 (h)(2) of the Internal Revenue Code and any related federal or state tax provisions. For all other purposes, the contribution shall be considered to have been made by the employee, and payment by the employee of the six percent (6%) contribution through payroll deduction shall be mandatory for each employee who is a member of PERS or OPSRP. The taxable wages of employees on their W-2 forms for federal or state income tax purposes will not include the contribution to PERS or OPSRP.

ARTICLE 27 LUNCH AND REST PERIODS

~~14.8~~

- 27.1 Each employee working five (5) or more hours per day shall receive an uninterrupted lunch break of at least one-half (1/2) hour. Such time shall be scheduled by the employee’s immediate supervisor and be as near as possible to the halfway point of the workday. Each employee shall receive a fifteen (15) minute break during each four (4) hour period of consecutive service, or major portion thereof, with the break as close as possible to the two (2) hour interval. Such breaks will be determined by the employee’s immediate supervisor.

ARTICLE 29 REHIRE AND REEMPLOYMENT OF RETIRED EMPLOYEES

- 29.1 When an employee of the District retires under PERS, that employee’s employment with the District will terminate. PERS-retired individuals may apply for open positions with the District. Any reemployment following retirement is a hiring decision made at the discretion of the District.
- 29.2 Any rehired employee’s working conditions are subject to the terms of this agreement except as superseded by the terms and conditions listed below:
- A. The Rehired employee shall be entitled to the same wage rate as when they retired.
 - B. Seniority shall be reset to that of a newly hired employee.
 - C. Rehired employees shall have no bumping or recall rights under the terms of Article 5: Reduction of Force and Recall.
 - D. The rehired employee’s Sick Leave shall be reported to PERS and reset as of the retirement date. Rehired employees shall accrue Sick Leave in accordance with a newly hired employee.

ARTICLE 28 AMERICANS WITH DISABILITY ACT

- 28.1 The District Agrees to Administer the Americans With Disability Act in accordance to statute and rules.

ARTICLE 2030 - TERM OF AGREEMENT

~~20.1~~

30.1 This agreement shall be effective as of the date of execution, shall be binding upon the District, the Association and all classified employees within the bargaining unit, and shall remain in full force and effect through June 30, ~~2026~~2029.

Ratified the day of _____, at Vernonia, Oregon, by the undersigned officers, by the authority of and on behalf of the Vernonia Board of Education and Oregon School Employee Association Chapter 67.

School Board Chairman

Date

Superintendent

Date

Association President

Date

OSEA Field Representative

Date

Appendix A: Salary Schedules

Appendix B: Family Member Definition

G. "Family member" is defined in statute as the employee's:

- i. Spouse or domestic partner
- ii. Parent, Parent-in-law, or parent of employee's domestic partner
- iii. Child, step-child, or child of employee's domestic partner
- iv. A person with whom the employee is or has been *in loco parentis to; or was previously in loco parentis of
- v. Grandparent or grandchild of the employee
- vi. Brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law
- vii. Relative living in immediate household
 1. "In loco parentis" means the place of a parent, having financial or day to day responsibility for the care of a child. A legal or biological relationship is not required.

INDEX:

- absence, 4, 7, 16, 17
- additional, 2, 10
- admonishment, 9
- appeal, 6, 19, 20
- arbitration, 20
- arbitrator, 20
- article 6, 4
- assault, 7
- associate degree, 10
- Association, 4, 5, 6, 7, 8, 9, 10, 17, 19, 20, 21
- attack, 7
- benefits, 2, 15
- bereavement leave, 2, 17
- board, 4, 7, 9, 19, 20, 21
- bonus, 10, 11
- brother, 16
- budget, 20
- bulletin board, 7
- bump, 8
- calendar, 4, 8, 10, 13
- caps, 15
- caution, 9
- chapter, 7
- child, 16, 17
- children, 16
- classifications, 8, 10
- coaching, 13
- compensation, 20
- compensatory, 11
- competence, 8
- complaint, 9
- concurrent, 17
- consecutive, 7, 17
- consultation, 9, 10
- cpi-u, 13
- crowd control, 13
- custodial employees, 12
- death, 17
- deceit, 17
- deducted, 5, 12, 15
- deductions, 2, 5
- demotion, 18
- dental, 15
- dependent, 16
- destroyed, 9
- disability, 18
- disciplinary action, 9, 18
- dismissal, 2, 18
- District office, 4
- domestic partner, 15
- donate, 5
- dues, 2, 5
- duties, 4, 7, 13, 15, 16, 17
- duty hours., 6, 17
- elected officers, 6
- emergency, 11, 17
- entirety, 2, 21
- equipment, 6, 7
- equivalent, 10
- evaluation, 9
- event, 4, 6, 7, 9, 10, 12, 13, 14, 18
- excluded, 4, 5, 20
- extra duty, 2, 12
- facilities, 6
- fair share, 5
- falsified, 17
- family medical leave, 2, 17
- father, 16
- flagrant, 16
- fmila, 7, 17
- fmila/ofla, 7
- food service manager, 4
- forfeit, 8
- formerly held position, 8
- foster, 17
- fraud, 17
- funding, 2, 20
- grandchildren, 16
- grandparents, 16
- graveyard shift, 10
- grievance, 6, 18, 19, 20
- grievance, 2, 19
- gross negligence, 17
- hazardous, 7
- hire date, 11
- holidays, 2, 14
- hostile, 7
- illness, 7, 16
- immediate family, 17
- inappropriate, 7
- incentive, 10
- incentive, 2, 10
- inclement weather, 12
- inclement weather, 2, 12
- injury, 7, 16
- insurance, 5, 15, 16
- insurance, 2, 15
- job openings, 9
- jury, 2, 17
- laid-off, 8
- layoff, 2
- length of service, 7
- lock out, 6
- maintenance, 4, 12, 22
- management, 2, 5
- medical, 5, 13, 15
- medical extra duty assignment, 13
- merit, 8
- misconduct, 16
- misuse, 2, 17
- non-duty hours, 6
- notified, 5, 8, 9, 12
- nurse, 13
- objections, 5
- ofla, 17
- openings, 9
- opt out, 15
- osha, 7
- overtime, 6, 7, 11, 12, 13
- overtime, 2, 11
- parent, 16, 17
- paychecks, 15
- payroll, 5, 6, 11, 15, 18
- per-diem, 7
- performance, 7, 18
- pers, 2, 12, 18
- personal leave, 2, 16
- personnel records, 2, 9
- picketing, 6
- plan of assistance, 18
- post, 4
- preamble, 2, 4
- premiums, 5
- president, 7
- principal, 7
- probationary, 10
- probationary, 18
- professional development, 2, 11
- qualifications, 9
- qualified, 5, 8, 17
- ratified, 6
- recall, 2, 7
- recognition, 2, 4
- reduced, 8
- reinstated, 7
- religious, 5
- report to work, 5, 12
- reprimand, 9
- resignation, 8
- retirement, 2, 18
- retroactive, 11
- salary, 2, 5, 13
- schedule, 10, 11, 12, 13, 14, 16, 19, 20
- section 125 benefits, 15
- senior, 8
- seniority, 7, 9
- separability of provisions, 2, 9
- separation, 7, 18
- severance, 18
- shift, 9, 10
- shift, 10
- Sick Leave, 2, 16
- significant other, 16, 17
- sister, 16
- specialized, 4, 5
- spouse, 15, 16, 17
- step, 10, 17, 20
- stipend, 13
- strike, 6, 20
- student, 5, 7, 12, 17
- student contact, 6
- student specific employee, 5

INDEX (page 2):

subcontract, 4	timekeeper, 13	violence, 7
substitute, 4	training, 7, 13	wages, 4
substituting, 10	transferred, 10, 16	warning, 9
supervisor, 4, 12	tuition, 11	without pay, 16
supplemental, 5	union representative, 7	witness, 2, 17
temporary, 4, 7, 8, 9	unit, 4, 5, 15	work day, 2, 11
term, 2, 21	vacancies, 2, 9	work week, 11
termination, 14, 15	vacancy, 8, 9, 10	work week, 2, 11
ticket taker, 13	vacations, 2, 14	workshop, 11
	vernonia alumni scholarship fund,	
	5	

An AGREEMENT

Between

BOARD OF DIRECTORS

ADMINISTRATIVE SCHOOL DISTRICT 47J

Vernonia, Oregon

And

VERNONIA EDUCATION ASSOCIATION

July 1, 2026 - June 30, 2028

Table of Contents

	3
Article 1 - Preamble	5
Article 2 - Recognition	5
Article 3 – Benefits of Part-Time Educators	6
Article 4 - District Functions	6
Article 5 - Subcontracting	6
Article 6 - Nondiscrimination	7
Article 7 - Association Privileges and Limitations	7
Article 8 - Calendar	9
Article 9 - Sick Leave	10
Article 10 - Emergency Leave	13
Article 11 - Personal Leave	14
Article 12 - Professional Meetings, Workshops, Visitations	15
Article 13 - Jury/Witness Leave	15
Article 14 - Parental Leave	16
Article 15 - Sabbatical Leave	16
Article 16 - Use/ Misuse of Leave	16
Article 17 - Funding	17
Article 18 - Savings Clause	17
Article 19 - Student Safety and Behavior Support	17
Article 20 - Use of Personal Transportation and Reimbursement	21
Article 21 - Payroll Periods	21
Article 22 - Payroll Deductions	22
Article 23 - Placement on Salary Schedule	23
Article 24 - Employee Evaluation	24
Article 25 - Distribution	25
Article 26 - Early Retirement	26
Article 27 - Salary Schedule	27
Article 28 - Complaint Procedure	28
Article 29 - Layoff & Recall	29
Article 30 - Special Work Assignment Payments	32
Article 31 - Just Cause	32
Article 32 - Insurance Benefits	34
Article 33 - Grievance Procedure	35
Article 34 - Personnel Files	38
Article 35 - General Provisions	39
Article 36 - Employee Assignments, Vacancies and Transfers	39
Article 37 - Class Size and Workload	41
Article 38 - Tuition Reimbursement	42

Article 39 - Work Day	43
Article 40 - Distance Learning	45
Article 41 - Term of Agreement	45
Appendix A - Salary Schedule	46
Appendix B: Extra Duty Salary Schedule	48

Article 1 - Preamble

1.1 This Agreement is entered into between the Board of Directors on behalf of Administrative School District 47J, Vernonia, Columbia County, Oregon, hereinafter referred to as the "District" and the Vernonia Education Association, hereinafter referred to as the "Association."

1.2 The intent of this Agreement is to set forth and record herein the basic and full agreement between the parties on those matters pertaining to wages, hours and conditions of employment for all **licensed employees** included in the bargaining unit.

Article 2 - Recognition

2.1 The District recognizes the Association as the exclusive bargaining representative on wages, hours and conditions of employment for all **licensed personnel employed by the District at .50 FTE or greater, whether contract, probationary, or temporary unless specifically excluded in this Article.**

2.2 Administrators, **supervisory employees as defined in ORS 243.650(23), confidential employees as defined in ORS 243.650(6), substitute teachers, and independent contractors** are specifically excluded from the bargaining unit.

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

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

B. Temporary educators who are employed for at least 135 days in a school year will receive credit for a full year toward satisfaction of their probationary period, if hired for the following school year.

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

2.4 The purpose of this article is to recognize the right of the bargaining agent to represent employees in the bargaining unit in negotiations with the District. Granting of recognition is not to be construed as obligating the District in any way to continue any functions or policies, except as may be required by law. The District reserves the right to create, combine or eliminate any positions as, in its judgment, is deemed necessary.

2.5 All bargaining unit members, whether or not they are dues paying members of the Association, shall be equitably covered by the collective bargaining agreement that is bargained by the Association.

Article 3 – Benefits of Part-Time Educators

3.1 *Benefits for bargaining unit members shall be prorated based on FTE from .5 to .75. Part-time educators hired at .76 FTE shall receive full benefits. When a bargaining unit member's FTE is adjusted by 1 period (of a 7-period day at the middle or high school level), their FTE shall be adjusted by 0.12, and they shall be expected to attend all professional development and educator work days.*

Article 4 - District Functions

4.1 It is recognized that the Board has and will continue to retain the rights and responsibilities to operate and manage the Vernonia School District system and its program, facilities, properties, and activities of its employees within the scope of their employment. The District retains the rights to manage, direct, and control the Vernonia School District, except as such rights are specifically modified or waived by the terms of this Agreement.

Article 5 - Subcontracting

5.1 The Board reserves the right to subcontract for specialized assignments with the following limitations that:

A. No one in the bargaining unit has the required qualifications to perform the assignment as determined by the District;

B. The task will be an assignment of not more than one school year.

5.2 It is not the intent that any future employment of this right would be used to reduce the level of employment of any members of the bargaining unit.

5.3 Such assignments with accompanying job descriptions shall be posted on the bulletin boards in every employee lounge in the District for not less than seven (7) days before the position is filled.

5.4 Interested applicants for such positions from within the bargaining unit shall be granted an interview.

5.5 The District will encourage employee participation in policy formulation.

5.6 Vacant positions will be advertised on the TalentEd job listing web site. Postings may also be advertised at other sites or at the educator's job fair.

5.7 If no qualified applicant is found by July 15th, the District can then sub-contract with the NWRESA to fill a vacant position.

Article 6 - Nondiscrimination

6.1 The Association and the District affirm their adherence to the principles of free choice and agree that there shall be no discrimination or harassment on any basis protected by law, including but not limited to 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.

The parties further agree that bargaining unit members will be treated fairly and equitably in the interpretation and application of this Agreement.

Article 7 - Association Privileges and Limitations

7.1 No Strikes: The Association and its members, as individuals or as a group, will not initiate, cause, permit, or participate or join in any strike, work stoppage, or slowdown, picketing, or any other restriction of work during any period of time covered by this Agreement.

A. In the event of a strike, work stoppage, slowdown, picketing, observance of a

picket line, or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, the Association will immediately, upon notification, attempt to secure an immediate and orderly return to work. This obligation and the obligations set forth in the first paragraph of this article shall not be affected or limited by the subject matter involved in the dispute giving rise to the stoppage or whether such subject matter is or is not subject to the grievance provisions of this Agreement.

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

7.2 No Lockouts: There will be no lockout of employees in the unit by the District as a consequence of any labor dispute arising during the period of this Agreement.

7.3 Association Business: Reasonable time shall be granted for designated representatives of the Association to engage in the following activities during the representative's regularly scheduled work hours without loss of compensation, seniority, leave accrual or any other benefits:

- A. Investigate and process grievances and other workplace-related complaints on behalf of the Association;
- B. Attend investigatory meetings and due process hearings involving bargaining unit Educators;
- C. Participate in or prepare for proceedings under ORS 243.650 to 243.782, or that arise from a dispute involving this Agreement, including arbitration proceedings, administrative hearings and proceedings before the Employment Relations Board;
- D. Act as a representative of the Association for educators within the bargaining unit for purposes of collective bargaining;
- E. Attend labor-management meetings;
- F. Provide information regarding this Agreement to newly hired educators at employee orientations or at any other meetings that may be arranged for new educators;
- G. Testify in a legal proceeding in which the Association representative has been subpoenaed as a witness.

7.4 Association Leave: Association representatives, upon request of the Association, shall be granted up to an aggregate of five (5) days non-accumulative leave without pay to attend to Association business. Such leave must be pre-arranged with the Principal(s).

7.5 Personal Life of Employees: The District agrees that the personal life of an employee shall not be a basis for concern. As a private citizen, an employee's expression or action on social media, public websites, or blogs, on matters including public concern, or classroom expression reasonably related to the approved curriculum, shall not be subject to discipline. Parental or community complaints shall not be cause for discipline unless there is just cause to discipline the employee for the conduct alleged in the complaint. An employee cannot be terminated solely based on parent complaint.

Nothing in this provision shall limit the District's authority for just cause when the expression prevents the employee from satisfactorily performing his or her assigned duties, or otherwise violates law or professional standards.

Article 8 - Calendar

8.1 It is recognized that the District has the responsibility to set the annual school calendar. Prior to the adoption of the calendar, a proposed calendar will be referred to the Association for advice and recommendation. The Association shall have the opportunity to recommend professional growth activities for District sponsorship.

8.2 With the exception of other minimally scheduled duties, one full day at the end of each grading quarter will be non-student contact for employees to do report cards.

8.3 The basic salary schedule for licensed personnel shall be based upon the District school calendar adopted in April 2026. The District may extend the contract two (2) days for any or all of the employees at the District's discretion. Employees will be notified by June 1 of the additional dates. Employees will receive per diem pay based on their contracted Salary.

8.4 In the event that the scheduled school year calendar days of contracted services are not completed, the District may, at its option, adjust calendar dates of service or reduce the contracted salary of each affected employee by each **employee's** contracted daily rate.

8.5 When schools are closed because of inclement weather, ice, snow or other emergencies, or hazardous conditions, employees shall not be required to report to work. At the District's option, such days may be required to be made up. Staff will be informed of make-up days, not later than May 1, or within one week of school resuming should the closure occur after May 1. There will be no additional pay for work on any scheduled makeup days but employees who had already

scheduled an approved leave when an emergency was declared shall have their leave reinstated.

8.6 The following school holidays will be included as part of the licensed personnel's contracted days of service: Labor Day, Veterans' Day, Thanksgiving Day, Martin Luther King Jr. Day, President's Day, and Memorial Day. In the event the school calendar extends beyond Juneteenth, Juneteenth will be a paid holiday.

8.7 Vacations will normally be scheduled on the day following Thanksgiving, a period from approximately Christmas Day through New Year's Day, and for approximately one week in the spring. Statewide professional in-service day may be included in the school calendar as an unpaid vacation day. Employees will not be required to be on duty during vacation periods nor will vacation periods be counted in the number of days of contracted service or for payment of salary or other benefits.

8.8 The District retains the right to establish the annual school year calendar. Impacts on workload, instructional time, and work year are subject to bargaining as required by ORS 243.

Article 9 - Sick Leave

9.1 Sick leave is defined as absence from duty because of an employee's personal illness or injury, or the injury or illness of a household member *or family member* and is subject to the following provisions:

A. Number of Days: *Ten (10)* days of sick leave with full pay, in accordance with ORS 332.507, will be granted to each full-time, licensed employee each school year, or one day per month employed, whichever is greater. *Employees working less than a full contract year shall receive Sick Leave on a prorated basis.*

B. Accumulations: Unlimited accumulation of unused sick leave is allowed. Such leave shall accumulate at the rate of *ten (10)* days per school year and it shall be credited to the employee at the beginning of each school year. *Accrued Sick Leave shall be transferable to another district in Oregon in accordance with ORS 332.507 and shall have no cash value except as expressly provided elsewhere in this Agreement.*

1. If, at the beginning of a school year, an employee, previously employed for at least one school year, is ill and unable to resume their teaching duties, and such employee has unused accumulated sick leave at the end of the prior year, they will be allowed to use such previously accumulated sick leave days while they remain ill and unable to work. The employee may, at their option, elect to use such accumulated leave to apply to the previous absence from duty. *Sick leave will normally be applied going forward, not backward to past absences. The*

District may approve use of sick leave only when allowed by state and federal law.

2. Should an employee be terminated before ten (10) months of employment and should that employee have used more sick leave days than accumulated at the set rate, appropriate pro-rated deductions will be made from the final paycheck.

C. Extended or Chronic Illness: An employee returning from any illness may be required to submit to a medical examination at the expense of the District or furnish a medical doctor's certificate of health prior to returning to work to safeguard the health of students and fellow workers. *The District may require medical certification or fitness-for-duty documentation consistent with OFLA, FMLA, ADA, and Paid Leave Oregon. Any such request shall be job-related and consistent with business necessity.*

D. Use of Sick Leave, Sick Time

1. Accrued Sick Leave can be used to maintain the *employees* salary during periods of personal illness, or the illness of a *family member, as defined by applicable law*. After five (5) consecutive days of personal illness, the employee will be required to obtain a doctor's release to return to work.

2. An *employee's* accrued Sick Leave may also be used under Family Medical Leave Act/Oregon Family Leave Act (*FMLA/OFLA*) and *Paid Leave Oregon* for: Sick Child, Illness in Family, Parental Leave, Bereavement Leave, Military Exigency, and other leaves as defined in ORS 659A.270 -659A.285.

3. *Under ORS 653.601-661, "Sick Time", an employee may use 40 total hours of their accrued personal Sick Leave to care for a sick family member(s) before being required to complete FMLA/OFLA application. The District shall designate leave as OFLA, FMLA, or Paid Leave Oregon when the qualifying reason becomes known, consistent with applicable law. Employees may be required to provide notice and documentation as required by law for all use related to any "family member(s)".*

4. *"Family member" shall be defined consistent with ORS 659A.150 and Paid Leave Oregon statutes and includes a spouse, domestic partner, child, parent, parent-in-law, grandparent, grandchild, sibling, and any individual related by blood or affinity whose close association is equivalent to a family relationship (including loco prenetis*).*

It is understood that Sick Leave taken under this Agreement on behalf of someone other than the bargaining unit member can be taken for those individuals listed within OFLA/FMLA.

* "In loco parentis" means the place of a parent, having financial or day to day responsibility for the care of a child. A legal or biological relationship is not required.

5. In the event of an extended medical leave 2 weeks or longer, the employee reserves the right to bank up to 5 days of Sick Leave for use after their return. The employee must submit this request to the business office in writing at least 5 business days prior to the start day of the leave. The employee acknowledges this may result in unpaid leave days.

E. Paid Leave Oregon (PLO)

1. Upon full implementation of Paid Leave Oregon, educators who receive benefits under PLO will have the option of:

- a. Receiving only PLO benefits without deduction from their sick leave; or
- b. Supplementing PLO benefits with Sick Leave *not to exceed the employee's regular rate of pay, as permitted by law.*

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

a. Use Sick Leave to fully cover the period of absence. Upon receipt of the PLO benefits, funds received for any period of time ultimately paid for by PLO benefits will be repaid to the District, and the amount of sick leave represented by those payments will be restored to the educator's balance; or

b. Receive only the amount of sick leave needed to supplement the anticipated PLO benefits to provide compensation up to the limit allowed by law, but not to exceed the educator's normal gross pay.

i. If the educator fails to designate a choice under this subparagraph, the default will be option "b."

c. The district will identify leave pay status and identify how leave is being applied.

3. It is understood that all benefits and rights provided under this Agreement continue for educators receiving PLO benefits in the same manner and extent as would apply if the educator were working.

F. Worker's Compensation. Educators will suffer no loss in pay or benefits as a result of workplace illnesses and injuries, including the first three (3) days absence not compensated by Workers' Compensation payments. *Employees receiving Workers' Compensation benefits may use accrued Sick Leave to supplement benefits, not to exceed their regular net pay.* If a Worker's Compensation claim is denied, the District may *charge the absence to the employee's accrued Sick Leave. If no Sick Leave is available, the absence shall be unpaid, consistent with Oregon wage and hour law.* After three (3) days, Sick Leave may be drawn *in an amount determined by the District* and added to Worker's Compensation benefits for an approved claim. The combined pay shall not exceed the educator's regular net salary.

Article 10 - Emergency Leave

10.1 Bereavement and Critical Illness:

A. Up to five (5) days of paid leave will be granted to cover absences due to a critical illness or death in the family member, as defined below, or to enable the employee to be with members of the family when an emergency occurs due to critical illness, serious accident, or death. One-day emergency leave may be allowed for any relative if approved by the Superintendent.

* Members of the immediate family are defined as spouse/significant other, children inside and outside the household, grandchildren, grandparents, mother, father, brother, sister, the same family members by marriage, members of the family living within the household, or legal dependents.

B. An employee may qualify for ten (10) days bereavement leave under Oregon Family Leave Act. Eligibility determination is made by OFLA application.

1. "Family member" is defined in statute as the employee's:

- a. Spouse or same-gender domestic partner
- b. Parent, Parent-in-law, or parent of employee's same gender domestic partner
- c. Child, stepchild, or child of employee's same-gender domestic partner

d. A person with whom the employee is or has been *in loco parentis to; or was previously in loco parentis of

e. grandparent or grandchild of the employee

Bereavement leave taken under this agreement on behalf of someone other than the bargaining unit member can be taken for those individuals listed within OFLA/FMLA.

2. The leave is limited to 10 days total per occurrence, and must normally be completed within 60 days of the date the employee learned of the death. This leave may be taken non-consecutively. Requests for use of this leave outside the 60 day window shall be made to the Superintendent. Bereavement leave will count toward the total amount of OFLA eligible leave. If the *employee* qualifies for bereavement under OFLA, the *employee* may use accrued sick leave for the five (5) days not covered under part 1 above.

10.2 Other requests for emergency leave should be made to the Superintendent. If the Superintendent denies a leave request, the employee may appeal to the school board in executive session. In cases of family illness, the employee is expected to make arrangements for the care of the family member and return to work as soon as is possible.

Article 11 - Personal Leave

11.1 Employees will be granted up to three (3) days of personal leave per school year. This leave shall not be restricted in its use, nor shall an employee have to state the reasons for such leave. Unused personal leave will be reimbursed at the employee's daily rate in the June paycheck as salary.

Personal leave must be approved in advance by the Principal or Supervisor and may be subject to the availability of a substitute. Such leave will not normally be used during the last five (5) student contact days.

11.2 An employee intending to use personal leave shall give the Principal or Supervisor twenty-four (24) hours' notice, except in case of emergency.

11.3 At the request of the Association, the Superintendent may authorize the transfer of personal leave from one employee to another. The transfer will be done on a voluntary basis and the names of the employees authorizing and not authorizing the transfers will be kept confidential. All unused donated leave will revert to the donor. *This can be a personal day or Sick Leave on a 2:1 basis. Spouses who are both district employees may transfer Sick Leave at a 1:1 basis. Donating employees must retain a minimum of 10 days.*

11.4 A leave of absence without pay for up to one (1) year may be granted to an employee by the District. A leave of absence in excess of one (1) year may be granted to an employee by the Superintendent, subject to the approval of the School Board.

Article 12 - Professional Meetings, Workshops, Visitations

12.1 Attendance at professional meetings, workshops, institutes, and visitations to exemplary programs and projects scheduled during school time or non-school time and considered of importance to both the employee and the District is encouraged.

12.2 Prior written approval shall be required for both attendance and reimbursement. If staff members are attending professional meetings, workshops, or visitations off campus, they must normally make their request at least two (2) weeks in advance to the principal or supervisor. Employees will receive 100% reimbursement on all fees for workshops with administration approval. Fees include workshop meals. When the District requests an employee to attend an overnight workshop or conference, the District will pay cost of lodging. When the District requires an employee to attend a meeting, the District will reimburse for meals as per District policy. Employees will be paid the GSA per diem rate for meals not provided as part of the event. Per diem will be paid in advance of travel if possible; employees who do not complete planned travel will return funds to the district. The employee will provide receipts for all expenses to be reimbursed.

12.3 The Superintendent may provide for a partial advance on expected reimbursement fees.

Article 13 - Jury/Witness Leave

13.1 An employee shall be granted leave with pay for service upon a jury; provided, however, that the compensation paid to such an employee for the period of leave may be reduced by the amount of compensation received by the employee for such jury service, exclusive of mileage fees, and upon being excused from jury service during any day the employee shall immediately return to complete his/her assignment for the remainder of his/her regular workday.

13.2 Full salary shall be paid to any employee appearing before a court, legislative committee, or other judicial body as an agent of the District or as a witness in any proceeding when such appearance is in response to a subpoena or at the specific request of the District. Any salary paid to the employee may be reduced by an amount equal to any compensation the employee may receive as a witness or related fees.

13.3 Except as may otherwise be required by law or this Agreement, the provisions of Article 11 will not apply in those instances where the employee or the Association is a complaining party against the District.

Article 14 - Parental Leave

14.1 The District will abide by the provisions of the *Family and Medical Leave Act (FMLA)* and the *Oregon Family Leave Act (OFLA) and Paid Leave Oregon (ORS 657B)*. During such leave, the employee shall *use accrued Sick Leave or other paid leave consistent with applicable law. The District shall not require the use of accrued paid leave except as permitted by law. The District shall administer leave designation and coordination in accordance with FMLA, OFLA, and Paid Leave Oregon.* An employee returning from *protected leave under FMLA, OFLA, or Paid Leave Oregon* shall retain the same position or, if that position has been eliminated for legitimate business reasons, to an equivalent position *in accordance with applicable law.*

14.2 The granting of any voluntary leave of absence included in this article shall make the employee *subject to applicable state and federal leave laws, including ORS 659A and Paid Leave Oregon, and shall not limit any legally protected leave rights* during the entire period of time from the effective date of the voluntary leave until the date of actual return to active duty.

Article 15 - Sabbatical Leave

15.1 The District may authorize sabbatical leaves with payment up to one-half (1/2) of an employee's regular salary for the purposes of independent study, enrollment in college or for any other purpose which, in the judgment of the District, would be of significant value to the District. Sabbatical leave is only available to employees who have been employed full time in the District for the past seven (7) consecutive years. The District retains the discretion to grant or deny any sabbatical leave request.

15.2 Appropriate procedures shall be adopted by the District for the administration of sabbatical leaves.

Article 16 - Use/ Misuse of Leave

16.1 Use of any pre-approved leave for which a non-staff substitute is required must be taken in 4 hour increments.

16.2 Any misuse of paid or non-paid leave from the assigned duties through fraud, deceit, or falsified statements shall be considered gross negligence and the employee shall be subject to disciplinary action, such as unpaid leave and/or dismissal, depending on the severity of the offense.

Article 17 - Funding

17.1 The parties to this Agreement recognize that revenue needed to fund the compensation provided by this Agreement must be approved by established budget procedures. Such funding must be within allowable taxing and/or expenditure limitations imposed by legislative acts and/or constitutional provisions. However, the District agrees to make a good faith effort to provide funding alternatives for this Agreement within such tax/expenditure limitations.

17.2 All such compensation is therefore contingent upon sources of revenue, property tax or expenditure limitations. The District has no intention of reducing the compensation specified in this Agreement because of budgetary limitations, but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement. The District agrees to include in its budget requests, if this Agreement is mutually ratified prior to budget timelines, an amount sufficient to fund the compensation provided in this Agreement.

Article 18 - Savings Clause

18.1 If any provision of this Agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any such tribunal, the remainder of the Agreement shall not be affected thereby, and upon request of either the Board or the Association, the parties shall enter into negotiations for the sole purpose of attempting to arrive at a mutually satisfactory replacement for the invalid provision.

Article 19 - Student Safety and Behavior Support

19.1 Safety of Licensed Staff

A. If a licensed staff member suffers physical injury as defined by ORS 161.015(7), the student responsible for the injury will not return to the classroom until a meeting with an administrator or designee and licensed staff member is held to create a written plan for re-entry. The parent/guardian will be directly notified of the meeting and the re-entry plan.

B. After the student who caused the harm is removed, a building Administrator or designee will come to relieve the licensed staff member to allow them to decompress in an undisturbed location for a minimum of 15 minutes. In the event the staff member needs additional time, a substitute will be provided. Incident report forms will be available to the licensed staff member to document their injuries while outside of their classroom.

C. When the District receives notice from a preceding school, or from local law enforcement that an enrolled student has engaged in criminal behaviors, the District will notify the staff members that work with the student in order to safeguard the safety and security of the school, students, and staff. Licensed staff, so informed, will respect the student's privacy.

19.2 Student Supports, Safety, and Wellness

A. Student Dysregulation And Discipline Considerations

1. The District and Association are committed to preserving student dignity and maintaining an environment conducive to learning for all students. Student dysregulation and discipline supports should focus on addressing students' unmet needs while implementing restorative practices and repairing harm done within the school community. The Association and District further acknowledge that no system, no matter how it is designed, can be effective unless it is implemented with fidelity across the entire school district.

B. School Climate Plans

1. Administrators will develop written School Climate Plans to be distributed to all staff before the start of each school year and again immediately upon each mid-year change, which shall include the following to support student academic and social-emotional needs:

a. A protocol for how licensed staff call for support, and who will respond.

b. A support plan for removing students who are exhibiting disruptive behavior, and a designated room clear alternate location room(s) for classes to be evacuated to during room clears.

c. A protocol for licensed staff to confer with the building principal or designee before a student returns to class, without disrupting the licensed staff member's class.

d. A protocol for addressing persistent behavior issues and a process for licensed staff to refer students for Tier 2 or Tier 3 interventions.

e. A procedure for all licensed staff to write referrals for any student, for elementary classroom teachers to be informed during the same school day of referrals their students receive at specials or under other supervision, and a system for licensed staff to access all of the data for students in the staff member's class rosters.

f. A procedure for licensed staff to hear back verbally or in writing about the outcome of Level 2 or Level 3 referrals they have written within three [3] working days.

g. A plan for when one or more members of the administration team is out of the building.

C. Disrupted Learning Procedure

Step 1: *If a student is dysregulated and needs a break from their current environment, the licensed staff member may send them to a designated regulation space. Administrators can determine in advance what space(s) are available, including to but not limited to opportunity rooms, buddy classrooms, hallway spaces, etc.*

Step 2: *If a student continues to disrupt the educational environment to the point that instruction is unable to reasonably proceed, the licensed staff member will call for support according to the protocol outlined in the School Climate Plan. The designated person(s) will respond to the room where the request is being made as soon as possible.*

Step 3 - ROOM CLEAR: *The licensed staff member or responder may direct the class to move to an alternate location if they determine it is appropriate for the physical and/or emotional safety of other students and staff. A building administrator will be called to assist immediately if not already present.*

Step 4: *While the class is in the alternate location, the teacher, or by request a building administrator or designee, will speak to the class about the disruption, their safety, and what they can expect going forward. The administrator or designee will offer to relieve the licensed staff member so the staff member can decompress in an undisturbed location.*

Step 5 - RESTORATIVE JUSTICE AND REINTEGRATION: *After the class returns to the room from a room clear OR the student removed by support for interruption has been gone at least 30 minutes and is regulated enough to return, and restorative measures have been taken toward both the students and classmates, an administrator or designee will escort the student who caused the*

disruption back to class. The administrator or designee will remain in the room or nearby to observe the student's reintegration into the classroom environment. They will stay for a minimum of 10 minutes unless an emergency elsewhere occurs that no one else can respond to.

Step 6: Following any room clear, a major referral will be completed, and a building administrator or designee will call the parent or guardian to explain the situation and request that they schedule a meeting to determine next steps for the student and, if necessary, develop a plan to prevent future disruptive behaviors. The relevant licensed staff member(s), including case managers where applicable, will be invited to the meeting. If they are unable to attend, the meeting outcomes will be shared by the building administrator.

Step 7: If a licensed staff member has District-purchased classroom items damaged during a behavior incident, every effort will be made to have those replaced by the district.

D. Student School Day Investigations

When a behavior or climate issue arises that a licensed member cannot address without support due to involvement of multiple students or incomplete/conflicting information, and an administrator is called to support, the investigation will take place during the same school day, where possible, and the outcome will be reported back to the licensed staff member(s) before dismissal. If the end of the school day or other emergencies prevent this, it will be carried out as soon as possible the following school day, and staff will be informed upon resolution.

E. Transition Plans For Students

Before a student with evidence in their file of behavioral or medical concerns with a potential impact on classroom learning or safety is placed into a new classroom setting or is partially or fully returned to a classroom after more than 2 weeks in Tier 3 or another environment, an administrator will invite staff who will be working directly with the student to a meeting. In this meeting, the administrator will communicate all relevant behavioral and medical needs, along with any documentation. The outcome of the meeting will be an updated plan outlining how the student's needs will be met in their new placement. This plan, as well as all documentation (behavior plan, medical plan, or safety plan), will be uploaded to the student information system. If a student was placed before records were received, the meeting will take place within ten (10) working days after the needs become known to the District. The District retains the right to make the final decision regarding placement.

F. Student Support Plan Meetings

A Tier 2 SST meeting will be scheduled to develop a student support plan for any student who incurs a room clear, two (2) or more suspensions within a school year, and/or three (3) or more classroom removals within a week for learning disruptions.

19.3 Removal of any student may not violate IDEA or ADA.

Article 20 - Use of Personal Transportation and Reimbursement

20.1 No reimbursement will be approved for the use of personal automobiles or other vehicles for school purposes unless approved by the Superintendent in advance on the regular District travel request form. In cases where more than one staff member is attending conferences or activities in the same area, it is expected that a car pool will be arranged. After the travel, a reimbursement request must be turned in to the Superintendent. When private cars are approved by the Superintendent, reimbursement will be based upon actual mileage according to the current Internal Revenue Mileage Reimbursement Rate.

20.2 If an employee has to use their private vehicle to fulfill their scheduled work assignment, then the employee will be reimbursed at the IRS rate from their assigned school.

Article 21 - Payroll Periods

21.1 Payday for all employees shall be the last business day of the month for which payment is due.

21.2 Employees on a regular teaching contract will receive their first paycheck of each school year on the last business day of September. Each employee shall have the option of receiving a draw up to 50% of his/her gross base monthly salary in mid-September. Employees on extended contracts will receive their first paycheck on the last business day of the month in which their duties begin.

21.3 Payment of the contracted salary shall be made monthly on the last business day of each month beginning in September by the employee's option in either

A. Twelve (12) equal installments with checks covering the June, July, and August installments due on the last day in June

B. Ten (10) equal payments

Choice must be made by September 1st of the current year and will remain in effect for the contract year.

21.4 In emergency, an employee may request, and payroll will provide, a 50% draw of the current month's pay in the middle of the month. This is limited to a maximum of two times per fiscal year.

Article 22 - Payroll Deductions

22.1 In addition to the payroll deductions required by law and administrative regulations, the following items will be approved by the District for payroll withholding at the option of the employee:

- A. Professional dues;
- B. Insurance premiums for District and V.E.A. approved insurance programs;
- C. District-approved, tax-sheltered annuities;
- D. Association Dues.

22.2 The individual employee shall elect, by written statement, to participate in optional payroll deductions indicating the amount of withholding for each item. All such withholdings must be for a specific amount which will be uniform throughout the school year.

22.3 Association Dues:

A. 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. The District shall then deduct one-tenth of such dues from the regular salary check of the educator each month for ten (10) months, beginning in September. Deductions for educators who join the Association after the commencement of the school year shall be appropriately prorated so that payments will be completed by payment of the final paycheck. An employee who wishes to terminate dues deduction shall provide the Association with written notice. Notice of termination of dues deduction will become effective on October 1 following the Association's receipt of the written notice. The Association shall be responsible for notifying the District of terminated dues deductions.

B. A computer printout of employees on Association dues deductions shall be sent to the Association, together with the remittance due to the United Teaching Profession (i.e., VEA-OEA-NEA), within ten (10) days after the monthly salary check has been received by the employees of the District. The Association agrees to promptly advise the

Superintendent of all members of the Association in good standing from time to time, and to furnish any other information needed by the Superintendent to fulfill the provisions of this Article, and not otherwise readily available to the District.

C. Along with the monthly dues remittance to OEA, the District shall provide to the OEA Membership Specialist an Excel-compatible database with the name of each employee from whom dues deductions had been made, the amount of the deductions, and the District ID which includes the first two letters of the last name and the last five digits of the social security number.

D. Bargaining Unit Data: Within ten (10) days of the hire of a bargaining unit member, and then every one hundred twenty (120) days for the entire bargaining unit, the District shall provide to the OEA an Excel-compatible database with the name of each employee in the bargaining unit (both active members and non-members), date of birth, first date of service, FTE, classification or title, PERS classification, worksite, position on the salary schedule, residential address, and personal phone number.

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

22.4 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 fiscal personnel and procedures will not assume any responsibility for the personal accounting of the individual school employee.

Article 23 - Placement on Salary Schedule

23.1 Experience and training gained in other Districts shall be evaluated at the time the employee is initially employed in Administrative District 47J. The Superintendent shall allow credit for such experience and training in relation to its value for the assignment the employee shall have in this District. Only those credit hours earned subsequent to initial certification or a Bachelor's degree shall be considered for credit on the salary Schedule.

23.2 Experience and academic credits shall be based upon official transcripts and verified experience statements which must be presented prior to the awarding of the original employee contract in this District.

23.3 Placement of Career and Technical Education (CTE) educators on the Salary Schedule:

A. Initial Placement: CTE certification shall qualify an educator for placement in Column I

at the step equal to years of work experience in the discipline for which the CTE educator was hired. CTE educators with prior teaching experience will also receive step credit for each year of teaching experience, provided that no more than one year's credit will be given for any year. Initial placement of a CTE Educator with a Master's Degree or higher shall be the Master's Column at the step equal to their experience, as described above.

B. Column Movement: CTE educators will receive credit for movement to the next column based on college coursework, or for approved, documented training relevant to their discipline and included as part of a Professional Development Plan. Credit for training will be at the rate of 1 credit hour for each 8 hours of training.

Article 24 - Employee Evaluation

24.1 The primary goal of the evaluation program is to aid the licensed employee in *continuous professional growth* and to determine the employee's performance of teaching or other professional responsibilities. The Board will *maintain and implement an evaluation system consistent with ORS 342.850–342.856. Any changes to mandatory subjects of bargaining shall be negotiated in accordance with ORS 243.650–243.809.*

24.2 The District Evaluation Handbook will contain the following:

A. A probationary employee evaluation shall be based upon at least two observations. Contract employees will be evaluated according to the adopted District Evaluation Handbook. However, a Contract employee may request an annual evaluation at the goal setting stage.

B. Job descriptions and performance standards that may include, but are not limited to, other professional responsibilities included in the job description, *and shall be aligned with the Oregon Framework for Teacher and Administrator Evaluation and Support Systems as required by ORS 342.850;*

C. A pre-evaluation interview that includes, but is not limited to, the establishment of performance goals for the employee based on the job description and performance standards, *and may include student learning and growth goals.*

D. Before an administrator conducts a videotaping activity, the administrator will confer with the employee on the reasons for the videotape. A contract employee has the right to request that this videotape be used for the sole purpose of self evaluation. The contract employee may share the self evaluation videotape with any other party. No educator will be videotaped for evaluation purposes without their consent. In the event a videotape is used for an evaluation, the educator will be given a copy of the videotape not less than ten (10) calendar

days prior to meeting with the evaluator. *Any videotaping shall comply with applicable privacy laws and District policy.*

E. An evaluation based on written criteria that include the performance goals, *and that are consistent with state-adopted evaluation standards. Employees may request one additional formal evaluation within 30 days of their initial evaluation within the school year.*

F. A post-evaluation interview *within 10 (ten) school days in which* the results of the evaluation are discussed with the employee and a written program of assistance for improvement is established if one is needed to remedy any deficiency specified in ORS 342.865 (1)(a), (d), (g) or (h); and;

G. Evaluation of any employee's performance must include both formative and summative observation data.

H. Peer assistance may be utilized whenever practicable and reasonable to aid employees to better understand the needs of students. Peer assistance shall be voluntary by all parties and subject to the terms of any applicable collective bargaining agreement. No witness or document related to the peer assistance or the record of peer assistant shall be admissible in any proceeding before the Fair Dismissal Appeals Board, or in a probationary employee non-renewal hearing before the School Board under ORS 342.835, without the mutual consent of the District and the employee provided with peer assistance. *This provision shall be implemented consistent with ORS 342.850 and applicable evidentiary standards.*

I. Nothing in this subsection is intended to prohibit the District from consulting with any other qualified experts as determined by the District.

24.3 If an employee is determined, by the administrator, to need a program of assistance, such shall be discussed with the employee for the purpose of seeking employee input prior to implementation. When a written program of assistance is completed, the administrator shall notify the employee in writing of satisfactory or unsatisfactory completion. *The program of assistance shall include specific expectations, timelines, and supports consistent with ORS 342.850 and District evaluation procedures.*

Article 25 - Distribution

25.1 A comprehensive agreement containing the current salary schedule, the current extra-duty schedule, and such other provisions as have been included in the ratified negotiated document is to be signed by the Chairman of the School Board, the Superintendent, and the

Association President with a copy given to each member of the licensed staff. New employees will be provided individual copies at the time of employment. The salary schedule will be updated and distributed during in-service prior to the start of the school year.

Article 26 - Early Retirement

26.1 Permanent licensed employees in the bargaining unit shall be entitled to early retirement benefits as provided below:

A. Eligibility for early retirement benefits shall be restricted to those employees who have been employed on a full-time basis in this School District for fifteen (15) consecutive years prior to retirement and who have attained the age of fifty-eight (58) years or have completed thirty (30) years of PERS qualifying service.

B. The employee shall have given formal notice of the retirement.

26.2 Early retirement insurance benefits shall be limited to the following:

A. Single employee coverage only will be provided in the District-adopted insurance program as established in the Licensed Employees Agreement during each of the first four (4) years for which the retiree is eligible and in accordance with legal guidelines and rules regarding continuation of coverage. This amount will not exceed any dollar limit that may be established in the Agreement.

B. An employee may elect to continue his/her insurance up to age sixty-five (65) at the employee's expense.

C. Insurance benefits shall not exceed four (4) years from the date of retirement or to the age of sixty-five (65), whichever comes first.

D. The retiree shall have the option, subject to the carrier's approval, of adding other dependents to the coverage provided at the sole expense of the individual.

26.3 Other retirement benefits shall be limited to the following:

Employees in the District will qualify for a retirement bonus upon reaching the age of fifty-eight years, or upon completion of thirty (30) years of teaching service, or upon permanent disability, under the following provisions: Upon completion of fifteen (15) years or more service in Administrative School District 47J, the amount of retirement bonus shall be equal to 25% of the unused sick leave accumulated in this District up to the limit of fifty (50) days of such accumulated sick leave. Upon completion of twenty (20) years or more of service in Administrative School District 47J, the amount of retirement bonus shall be equal to twenty five

percent (25%) of the unused sick leave accumulated in this District up to the limit of one hundred (100) days of such accumulated sick leave. It is understood that this bonus computation will not affect unused sick leave hours reported to PERS - this is a retirement bonus and not a sick leave payout.

Article 27 - Salary Schedule

27.1 The salary schedules for members of the bargaining unit are contained in Appendix A. The salary schedule for **2026-2028** is based on a 3% step and 4% column increase on the base of **\$47,476**, with a total of seventeen (17) steps. The **2026-2027** base reflects a cost of living increase of 3%. The number of contract days remains 186.

27.2 The **2027-2028** salary schedule reflects a **3%** cost of living increase.

27.3 The **2026-2028** salary schedule for extra duty is contained in Appendix B, and reflects the percent increases listed in Appendix B in each year of the Agreement. Those percentages are then multiplied by the base salary (Step 1, Column 1) for that year of the contract.

27.4 The horizontal movement for advanced training shall be available to those professional staff members who have completed sufficient quarter hours of training subsequent to the Bachelor's degree as indicated on the adopted salary schedule and are in accordance with the following provisions:

A. The training is taken through an accredited college or university.

B. College credits earned for salary schedule advancement must be at a graduate level. Credits shall be related to the teaching assignments of the employee in this District. Credits below the graduate level must be preapproved for salary Advancement.

C. Official notification of credits earned must be from the college or university in the form of an official transcript and must be on file in the Superintendent's office prior to October 15 if the credit is to apply to a salary change for that school year.

D. Awarding of annual increments shall be contingent upon continuous successful teaching based upon the recommendation of the Principal in accordance with the employee's written evaluation. The Board reserves the right to not grant increments to employees performing below standards of competent professional performance.

E. In cases involving the denial of annual increments for any reason, the increments (vertical movement on the salary schedule) shall not be accumulated or reinstated. There shall be a limit of one (1) step vertical movement in any one (1) year on the salary schedule after the initial placement at the time of original employment.

F. The Board reserves the right to reward outstanding service to the District to any individual(s) who, according to criteria set by the Board, may so deserve. Criteria will be provided to the employees at the beginning of the school year.

27.5 PERS Pick-Up

A. Employees shall be eligible for participation in the Oregon Public Employees Retirement System (PERS) and the Oregon Public Service retirement Plan (OPSRP) pursuant to ORS. Chapters 237, 238, and 238A.

B. The employer shall "pick up" the employee contribution to PERS or OPSRP, six percent (6%), as permitted by ORS. 238.205(5) (a) and O.R.S. 238A.330. Pursuant to ORS. 238.205(6) and ORS. 238A.335(1) and (2)(a), the parties agree and acknowledge that employee compensation was reduced in order to generate the funds needed to make these employee contributions to the employee accounts; the employer will file any required notices with the Public Employees Retirement Board.

C. If for any reason the "pick up" shall become no longer legally available, the Employer shall on the last payroll period of this Agreement increase the wages of any affected employees by six percent (6%) and require employees to pay the pick up; however, in that event the employee contribution of six percent (6%) of wages to PERS or OPSRP shall be deemed "picked up" by the employer for the limited purpose of Section 414 (h)(2) of the Internal Revenue Code and any related federal or state tax provisions. For all other purposes, the contribution shall be considered to have been made by the employee, and payment by the employee of the six percent (6%) contribution through payroll deduction shall be mandatory for each employee who is a member of PERS or OPSRP. The taxable wages of employees on their W-2 forms for federal or state income tax purposes will not include the contribution to PERS or OPSRP.

27.6 In the event that specific courses are required by the District of any individual employee, the District will reimburse the individual for up to one hundred percent (100%) of tuition costs.

Article 28 - Complaint Procedure

28.1 Complaint Procedure:

If a complaint is made against an employee to the administration, the administration will first attempt to resolve the complaint at an informal level. The administrator will first request that the complainant meet with the employee. If the complaint is not satisfactorily resolved a meeting will be scheduled between the complainant, the employee, and the administrator within five (5)

working days. If the complaint remains unresolved, said complaint shall be put in writing. The administrator shall investigate the complaint:

- A. if the administration intends to make a record in the evaluation report of a complaint received concerning the employee; or
- B. if the administration intends to place a record of such complaint in the employee's personnel file; or
- C. if, in the administrator's judgment, such complaint is sufficiently relevant to the employee's performance as to indicate the desirability of a conference, then:

28.2 Pursuant to A-C above, a conference shall be held with the employee within ten (10) working days after the complaint is made to the administration. At the conference, the employee will have a right to be represented and will be given a copy of the complaint in writing. Said complaint shall include all available information, including person(s) making the complaint, nature of the complaint, and requested remedy, if any. The District may choose to share the complaint with the employee prior to beginning the investigation. A copy of the investigation summary will be made available to the employee when completed. Except as may otherwise be required by law, all evidence of any complaint that has been investigated and found to be unsubstantiated will be destroyed.

28.3 Any such complaint which the administration chooses not to discuss with the employee, is not discussed within the required time or is determined to be unfounded shall not be included in the personnel file or considered in the employee's evaluation.

28.4 The employee will have the right to attach rebuttals or explanations to any written documents placed in the personnel file.

28.5 This article is not intended to supersede State or Federal Statutes regarding child abuse and sexual harassment.

Article 29 - Layoff & Recall

29.1 The District shall determine when a reduction in staff positions is necessary as a result of lack of funds for continued operation of educational programs or resulting from the District's elimination or adjustment of *programs or* classes due to administrative decisions *in accordance with ORS 342.934 and applicable law.*

29.2 When the District has determined that a layoff must occur to effectuate a reduction in staff within the bargaining unit, the District will provide the Association and affected employees

written notice at least thirty (30) days prior to the last day of employment as outlined in the layoff. A seniority list will be provided to the Association upon request.

29.3 In implementing a layoff, the following provisions will apply:

A. Employees retained must hold a proper license at the time of the decision to fill the remaining positions *consistent with standards established by the Teacher Standards and Practices Commission (TSPC).*

B. Retention of staff will be based on competence and merit subject to the following limitations: Unless “Competence and Merit” of two (2) employees are measurably unequal, the employee with the most “Seniority” in the District will be retained *in accordance with ORS 342.934.*

1. For the purposes of this article, the term "competence" shall mean the ability to teach a subject or grade level based upon the teaching experience in relevant subjects or grade levels within the past five years or educational attainments, or both, but not based solely on being licensed to teach a subject or grade level *and shall be determined using employee evaluation data consistent with ORS 342.850.*

2. Merit determinations shall be based upon documented evidence, including but not limited to evaluations and certifications. Determinations must include input from direct supervisors, but evidence by third-party individuals, such as observers, shall not be used. Such determinations shall be applied consistently and without discrimination. The District shall provide the Association with the basis of layoff determinations before layoff discussions begin, including the factors considered and the documentation relied upon in reaching such decisions.

3. "Seniority" shall be calculated from the first day of actual service as a licensed educator with the District, inclusive of all approved leaves of absence (paid or unpaid).

C. The District is obligated to maintain the proportion of employees with cultural or linguistic expertise compared to employees without cultural or linguistic expertise and to determine employees' cultural or linguistic expertise as defined in ORS 342.934(1)(b).

D. Administrators shall retain seniority as VEA members and may voluntarily return to a teaching position. However, an administrator who has never been employed as an educator in the District shall not be eligible to displace a non-administrative licensed employee.

E. The District shall make every reasonable effort to transfer employees of courses scheduled for discontinuation to other positions for which they are qualified within the provisions and limitations above *consistent with licensure and competence requirements*.

F. The District shall make every reasonable effort to:

1. Transfer educators whose assignments are eliminated to other positions for which they are qualified. Notice of transfer opportunity shall be delivered personally, or by certified mail. To accept the transfer, the *employee* must respond within five (5) calendar days of receipt of the personal notice or within seven (7) calendar days of mailing of the notice. An educator may refuse one transfer opportunity, and thus take a layoff instead of the transfer. *These provisions shall be implemented consistent with ORS 342.934 and applicable law.*

2. Combine positions in a manner that allows educators to remain qualified so long as the combined positions meet the curriculum needs of the District and the competence consideration specified in this Article *and licensure requirements*.

3. Maintain the proportion of educators with cultural or linguistic expertise, as set forth in ORS 342.934(1)(b), compared to *employees* without cultural or linguistic expertise.

29.4 Recall; if, within twenty-seven (27) months, a vacancy occurs within the District, the following recall procedure shall be followed.

A. Employees will be recalled in inverse order of layoff subject to the criteria *in this article*.

B. At the time of layoff, the District shall provide an opportunity for laid-off employees to express, in writing, a desire to return to the District. The District shall also receive the employee's address for recall notification. In the event of a recall, the District shall notify the employee (who has expressed a desire to return to the District) of the recall *by certified mail or other verifiable method* sent to the last address given by the employee to the District office. The employee will have seven (7) calendar days from the date of postmark to deliver in person, or to send by licensed mail to the District, a letter of intent to accept or reject the position. The employee will have an additional fourteen (14) calendar days from the personal appearance or date of postmark of the acceptance to begin active employment.

29. 5 Employees laid off under the provisions of this article will not be eligible to receive or accrue any benefits or seniority during any period of time of lay off prior to recall.

A. Sick Leave and seniority accrued prior to the layoff resulting from layoff shall be reinstated upon recall of the employee.

B. During the period of layoff, the employee may continue, at the employee's sole expense, any group benefits allowed under terms of the current insurance provisions of this Agreement subject to approval of the carrier. Waiver of the employee's right to recall resulting from the employee's rejection or lack of response to a recall offer shall terminate this insurance participation by the individual *subject to applicable federal and state continuation laws*.

C. A contract employee who is recalled shall retain the contract status obtained before lay off.

D. A probationary employee who is recalled shall have the years taught in the District counted as if employment had been continuous for purposes of obtaining contract status.

29.6 Nothing in this article is intended to interfere with or restrict the right of the District to discharge, remove or fail to renew the contract of a probationary employee pursuant to O.R.S. 342.934, O.R.S. 342.835 nor the dismissal of a contract employee pursuant to O.R.S. 342.865.

Article 30 - Special Work Assignment Payments

30.1 Licensed staff members employed on extended contracts shall be paid at their regular position daily rate for each additional day in the extended contract period.

30.2 Staff members employed for extra-curricular activity supervision outside of regular school day assignments and not covered by contract under Article 25 shall be paid at the rate of \$35 per assigned event. If the event assignment runs longer than four (4) hours, then the employee would receive two (2) event stipends.

30.3 Licensed employees within the bargaining unit may apply for custodial/maintenance and other appropriate work with the District during vacation periods. Licensed employees in such temporary positions will be paid not less than comparable classified employees. This provision shall be subject to any limitations imposed by the terms of the Classified Agreement.

30.4 Tutoring and/or similar teaching assignments shall be paid at an hourly rate based on employee's daily salary.

30.5 Mentors: All educators new to the District shall be assigned a mentor. The mentor educator shall be paid per the Stipend found in Appendix B. No mentor shall be assigned more than three (3) mentees. It is understood that mentor assignments are voluntary, and are

assigned in the discretion of the District. It is further understood that mentors will not provide information to the District used to evaluate a mentee's performance.

Article 31 - Just Cause

31.1 The District shall not issue a written reprimand, suspend, or reduce in basic compensation any employee without Just Cause and unless the generally accepted rights of due process are protected. Employees accused of violating rules and regulations calling for disciplinary action shall have written notice of the charges. For the purposes of this Article, Just Cause and due process shall be defined as:

- A. The District, before administering the discipline, must make an objective investigation and an opportunity to refute the charges. In order for discipline to be administered, the District must have substantial evidence or proof of the charge.
- B. The severity of the discipline shall be reasonably related to the seriousness of the offense and the order or rule must reasonably be related to the orderly, efficient and safe operation of the District and be administered uniformly.
- C. An employee shall be entitled to have present a representative of the Association during any meeting which might reasonably be expected to lead to disciplinary action. *If an employee is required to attend this meeting during instructional hours, coverage for a requested union representative must be made available by the district.* No disciplinary action shall be taken with respect to the employee until such meeting has occurred. The employee shall be advised in writing of the specific charges and the right to representation, and shall be afforded the opportunity to refute the charges prior to any disciplinary action being taken.
- D. Employees shall be given forewarning of the probable disciplinary consequences of their conduct, except for those offenses (including theft, insubordination, and intoxication on the job), which by common knowledge (as ultimately determined by an arbitrator) may properly be expected to be disciplined.
- E. Final decision(s) of the District shall be rendered in writing.

31.2 Just Cause does not apply to the dismissal or non-renewal of contract educators to the extent such matters are excluded because they are governed by the Fair Dismissal Law. Just cause will apply to the dismissal or non-renewal of those bargaining unit members whose employment is not governed by the Fair Dismissal Law. Nothing in this article is intended to interfere with or restrict the right of the District to discharge, remove or fail to renew a contract of a probationary employee pursuant to ORS 342.835 nor the dismissal of a contract employee pursuant to ORS. 342.865.

31.3 The employee shall have the right to appeal alleged violations of this provision through the grievance procedure of this Agreement. It is expressly agreed that the arbitrator shall have no power to substitute his/her judgment for that of the District unless they find that no other reasonable District would have taken the same action, or that the standards for determining just cause have not been met by the District. The arbitrator shall have no power to add to or subtract from, modify or amend any terms of this Agreement.

31.4 The District agrees to provide two (2) weeks' advance notice to probationary educators of the intent to recommend non-renewal to the School Board. All such notices will be copied to the Association.

Article 32 - Insurance Benefits

32.1 The District shall provide the following Insurance Benefit to each employee in the bargaining unit:

A. Premium Payments: The District will pay premiums to OEGB based on "Tiered" rates. In the event the "tiered" rate for the plan chosen by the employee is less than **\$1600 in 2026-2027, and \$1625 in 2027-2028** per month, the District will retain the difference. In the event the "composite" rate for the plan chosen by the employee exceeds **\$1600 in 2026-2027, and \$1625 in 2027- 2028** per month, the employee will pay the difference between the **\$1600 in 2026-2027, \$1625 in 2027-2028** per month, and the composite rate for that plan. If the tiered rate exceeds the composite rate for that plan, the District will pay the difference between the composite rate and the tiered rate.

B. The insurance allocation may be applied only to those group insurance programs (medical, dental, vision) determined by the Association.

C. The benefit programs provided herein shall be provided only in accordance with the underwriting rules and regulations set forth by the carrier(s) in the policy retained by the policyholder.

D. 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 their first regularly scheduled pay date.

E. Employees completing a full contract year of employment will have twelve (12) months of District paid insurance premiums.

32.2 Employees eligible for a District insurance contribution, but who choose not to obtain insurance coverage, may opt out in accordance with the underwriting rules and regulations as set forth by the carrier(s) in the policy (policies) retained by the policyholder.

A. Employees choosing to opt out must show written proof that they are already covered by other group insurance through a spouse or domestic partner.

B. There shall be an annual single open enrollment period in August of each year to allow eligible employees the opportunity to opt out of insurance coverage. If an eligible employee chooses to opt out or waive his/her insurance coverage, that waiver shall be effective until the next open enrollment period.

C. An eligible employee who opts out of insurance by meeting the above requirements shall receive a monthly stipend of \$400 lieu of the contractual insurance coverage, with the intent of receiving the highest amount a Vernonia Employee contract provides. . The stipend will be considered taxable income under section 125 benefits.

D. An employee who opts out of insurance, as outlined above, may be eligible for vision or dental insurance. Premiums for this coverage will be deducted from the monthly stipend.

32.3 The District agrees to offer, as an insurance coverage option, a Health Savings Account (HSA) with a monthly District contribution of 1/12 of the maximum annual individual HSA contribution permitted by the IRS to bargaining unit members who choose an HSA qualified medical plan.

A. The individual setup of the HSA and the liability for its use is the responsibility of the bargaining unit member. Because this is their account, the member will also be responsible for any bank fees in relation to their HSA.

Article 33 - Grievance Procedure

33.1 The purpose of this procedure is to provide an orderly method for resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure, and there shall be no suspension of work or interference with the operations of the school system.

Meetings or discussions involving grievances shall not interfere with teaching duties, classroom instruction, or any school-sponsored activities. Every effort will be made by all parties to avoid unnecessary involvement of students in the grievance procedure.

33.2 "Grievance" shall mean a complaint by an employee or group of employees that:

A. There has been a violation or inequitable application of any provision of this Agreement; or

B. There has been inequitable treatment as a result of administrative decisions or misapplication of the District's policy affecting working conditions. Grievances arising under A., above, may be processed through Level 4. Grievances of whatever nature which are not based upon violations of this Agreement will be processed through Level 3 of this procedure, but will not be appealed nor subject to the Level 4 arbitration process.

33.3 All parties should attempt to process and complete the procedure at each step as rapidly as is possible. The number of days indicated at each level for settlement or appeal shall be considered a maximum. The parties shall make a good faith effort to complete all procedures to finish by the end of the school year.

33.4 Failure at any level of this procedure by the grievant to appeal a grievance to the next level within the specified time limit shall be deemed to be an acceptance of the decision rendered at that level. Failure at any level by the District to communicate the decision in writing within the specified time limit shall permit the grievant to proceed to the next level.

33.5 There shall be no restraint, interference, discrimination, or reprisal exerted on any employee choosing to use these procedures for resolution of a grievance.

33.6 Grievances will be processed through the following levels in numerical order and within the stated time limits:

Level 1

A grievant employee shall promptly attempt to resolve the grievance informally between the employee and his/her Principal. If the grievance is not resolved informally, it shall be reduced to writing by the employee setting forth the grounds on which the complaint is based and the reasons why the grievant considers the informal decision rendered is unacceptable.

If the employee does not submit his/her grievance to his/her Principal in writing in accordance with Level 1 within fifteen (15) school days after the facts upon which the grievance is based first occurred or first became known to the employee, his/her failure to initiate action shall be considered a waiver of his/her rights to the grievance procedure and there shall be no reasonable grievance to any provision of this Agreement.

The grievant employee may be accompanied by one person of his/her choice. However, the employee shall not be obligated to be represented at any level by any other person or group.

The Principal will reply in writing to the employee stating his/her decision within seven (7) school days after receipt of the written complaint. If the grievance is not settled at Level 1, the employee may appeal the grievance to Level 2.

Level 2

In appealing the grievance to Level 2, the employee shall file the grievance in writing to the Superintendent within ten (10) school days after receipt of the Principal's written response. The written grievance shall give a clear and concise statement of the alleged grievance, including the fact(s) upon which the grievance is based, the issues involved, the Agreement provision(s) involved, and the relief sought. The Superintendent or his/her appointed representative shall thoroughly review the grievance, arrange for necessary discussions, and give a written answer to the employee no later than ten (10) school days after his/her receipt of the written grievance.

If the grievant is not satisfied with the decision of the Superintendent or his/her representative, the employee may file a written appeal with the Superintendent within five (5) days following the receipt of the Superintendent's decision. The appeal shall state the grievants' reasons for appealing the decision of the Superintendent and request appeal to Level 3. Delivery of the appeal to the School District office shall constitute filing of the appeal.

Level 3

Within five (5) school days after receipt of the appeal to Level 3, the School District Board of Directors will notify the parties of the time, place, and date of the official hearing. This hearing shall be held within ten (10) school days of the receipt of the appeal. The Chairman of the Board of Directors shall conduct the hearing and arguments may be presented by the Superintendent, the Principal involved, and the grievant employee. All parties may have the privilege of requesting the testimony of witnesses. At the request of the employee the hearing before the Board shall be a public hearing.

Within ten (10) school days following the hearing, the School Board shall render a decision in writing to the parties.

Level 4

Grievances not settled at Level 3 of the grievance procedure may be appealed to arbitration.

A. Written notice of the request for arbitration is made to the Superintendent within ten (10) school days of receipt of the written decision rendered at Level 3.

B. For the purposes of grievance appeal to Level 4, a grievance is defined as a complaint by an employee that there has been to him/her a violation, inequitable application, or misinterpretation of a provision of this Agreement and that they have been thus treated unfairly. Grievances which are not based upon violations of this Agreement will be processed through Level 3 of this procedure but will not be appealed nor subject to the Level 4 arbitration process.

C. The Association has filed with the District Clerk a surety bond of sufficient amount to cover one-half of the anticipated costs of arbitration. It shall be agreed that the Board and the Association will share equally any and all joint costs of the arbitration procedure including the fees and expenses of the arbitrator. Any costs incurred unilaterally by either party shall be the sole responsibility of the party incurring that cost.

D. When a timely request has been made for arbitration, the parties or their designated representatives shall attempt to select an impartial arbitrator. Failing to do this, they shall, within ten (10) school days of the appeal, jointly request the Employment Relations Board to submit a list of five (5) arbitrators. As soon as the list has been received, the parties or their designated representatives shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list and the fifth and remaining name shall act as the arbitrator.

E. The arbitrator shall schedule a hearing on the grievance and, after hearing such evidence as the parties' desire to present, shall render a written decision. The arbitrator shall have no power to advise on salary adjustments, except as to the improper application thereof, nor to add to, subtract from, modify or amend any terms of this Agreement. The arbitrator shall have no power to substitute his/her discretion for that of the Board in any manner not specifically contracted away by the Board. A decision of the Arbitrator shall, within the scope of his/her authority, be binding upon all parties.

Article 34 - Personnel Files

34.1 The official personnel file of each employee is confidential and shall be maintained in the District office. Personnel files are the property of the District.

34.2 Evaluation reports shall be maintained in the individual's personnel file.

34.3 An employee may make a written statement relating to any evaluation, reprimand, charge, action or any matter placed in the employee's personnel file and such employee's statement shall be placed in the file.

34.4 The personnel file shall be open for inspection by the employee, the employee's designee, the District School Board and administrative employees of the District.

34.5 An employee may have access to review his/her file during regular District office hours. The employee shall have the right to consult with the Superintendent with respect to the contents of his/her file. An Association representative may be present at the employee's request.

34.6 No material of a negative nature, warning or reprimand will be placed in the employee's personnel file without notification to the employee. *Upon request of the employee, all material of a negative nature will be removed from the file after 36 calendar months, unless required by law to be retained. The district has 90 business days from date the written request is received to complete the removal.*

34.7 It is the responsibility of the employee to maintain a valid current license with TSPC, a copy of which shall be in their file. Failure of the employee to provide the district with proof of application to TSPC within thirty (30) calendar days after the expiration date of their license will result in the employee paying the TSPC expedite fee.

Article 35 - *General Provisions*

35.1 *Entirety of Agreement* The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. *Nothing in this provision shall be construed as a waiver of the Association's right to bargain under ORS 243.698.*

35.2 Separability - If any provision of this Agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any tribunal, or by the inability of the employer or the employee to perform to the terms of the Agreement, the remainder of the Agreement shall not be affected thereby. Upon written request of either the Board or the Association, the parties shall enter negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such a provision. Such negotiations shall be conducted pursuant to ORS 243.712.

35.3 Maintenance of Standards - All conditions of employment, including hours, regular compensation, extra compensation for duties outside regular work hours, relief periods, leaves, and general working conditions shall be maintained at not less than the minimum standards in effect at the time this Agreement is signed.

Article 36 - Employee Assignments, Vacancies and Transfers

36.1 Employee Assignments

- A. All employees shall be given notice of their projected class, subject, and building assignments for the forthcoming year not later than the end of the school year.
- B. If changes necessitate reassignment of any employee after the close of the school year, the employee shall be notified immediately by personal interview if possible, or by certified mail.
- C. Certified staff shall not gather evidence about other certified staff members in lieu of an administrator leading to a formal investigation.*

36.2 Vacancies

- A. Notice of vacancies for bargaining unit positions which occur during the school year will be e-mailed to all staff in all school buildings and open for a minimum of seven (7) calendar days. When school is not in session in the summer months, vacancies will be open for a minimum of fourteen (14) calendar days.
- B. Employees in the District who are interested in filling a vacancy or making a transfer should make application within one (1) week from the date of posting. Such applications will be considered and those employees interviewed, if available.
- C. The foregoing shall not be construed in such a way as to prevent the District from complying with its affirmative action policy.

36.3 Transfers

- A. Voluntary Transfer: Any employee desiring a transfer to another building or a change of grade, subject or activity assignment shall submit a request in writing to the District office on or before April 1 for the following school year. Applications for transfer must be renewed annually.
- B. Involuntary Transfer: Prior to any final decision to involuntarily transfer an educator, the District will:

1. Provide notice to the educator of the possible transfer.
2. Provide the educator with the opportunity to meet with their administrator regarding the potential new assignment.
3. Provide the educator with the opportunity to meet with the Superintendent to discuss the reasons for the potential transfer.
4. Provide the educator with information regarding all known bargaining unit vacancies at the time the transfer decision is being considered. The educator will be able to indicate a preference of assignment and/or make application for a transfer as outlined in Paragraph A of this Article.
5. At the educator's request, permit Association representation at all meetings regarding the potential involuntary transfer.

Article 37 - Class Size and Workload

37.1 In order to provide the best possible experience for all students, the District *shall maintain class sizes and workloads consistent with this Article. Class size and workload shall be subject to review and adjustment and provided herein.* The District will account for specialty classes (i.e., Band, labs, P.E., etc.) *number of differing subjects taught, AP and dual credit classes, and program needs. When class sizes are imbalanced, the District shall review and adjust assignments where practicable.*

37.2 District-wide class size and workload data shall be compiled annually and provided to the Association and reported to the School Board by October 1 of each year.

37.3 The administrative team shall develop classroom assignments and build the master schedules to reflect the best educational practices and to support equitable work assignments for all staff. *The District retains the right to determine staffing, assignments, and master schedules. Such decisions shall be made consistent with this Agreement and shall consider equitable distribution of workload among bargaining unit members.*

The District shall make reasonable efforts to ensure equitable composition of students in each of the classrooms at the same grade level, taking into account factors including, but not limited to:

- *Number of periods/minutes of direct student contact time*
- *Number of students taught*
- *Number of students on IEPs, 504s, and behavior plans, and related meetings*
- *English language proficiency levels of students*
- *Student medical needs including toileting*

- *Student social-emotional needs*
- *Assessment, documentation, and reporting responsibilities*
- *Associated communication and meetings with parents, administrators, and other staff*
- *Planning, curricular, and preparation demands considering the number of "same subject" classes (ELA 9), number of "different subject" classes (English 9, 10, 11), number of "different curriculum" classes (Algebra, PE, Chemistry, Accounting), and range of student academic levels*
- *Physical capacity of classroom facilities*

37.4 Workload Review

- A. An employee who believes their class size or workload is excessive may submit a written request for review to their immediate supervisor.*
- B. The supervisor shall meet with the employee within ten (10) workdays to review the concern and consider possible adjustments.*
- C. The District shall provide a written response within ten (10) workdays following the meeting.*
- D. Possible remedies may include, but are not limited to, adjustment of class assignments, additional support, additional preparatory time, additional professional leave granted, stipends, or other appropriate measures.*

At the beginning of the school year, building administrators will, as needed, make adjustments to balance class sizes according to the factors above. Adjustments may be made no later than the end of the second [2nd] week with students. This process will be repeated at the secondary level within four [4] weeks of the beginning of the second semester.

Article 38 - Tuition Reimbursement

38.1 The District will pay *licensed employees* for tuition as follows:

- A. An amount equal to three (3) credits at the PSU rate each year. This amount can be applied to one course.
- B. Funds are available "up-front" (prior to registration).
- C. The *employee* will promptly reimburse the District for failure to register, failure to complete the workshop or course, or if the grade received is a failing grade.
- D. For classes beginning after May 1 until June 30, licensed staff have until May 10th to register for classes and access the money. Monies not spent or encumbered by May 10

will be divided among those who *apply for funds in excess of the base amount. They will be paid proportionally based on the cost paid by the employee.*

E. Administrative approval is required in advance of the course. In order to receive tuition reimbursement, classes must be approved by the Superintendent prior to beginning the class. The District will allocate at least \$10,000 for tuition reimbursement per year. The ability of the District to approve may be impacted by the funding levels available in the budget for tuition reimbursement.

38.2 The District will not reimburse or pay up-front tuition for courses that begin after the effective date of an educator's resignation.

Article 39 - Work Day

39.1 Educators are expected to be present at work for eight (8) hours each regular work day and still fulfill their professional duties. Educators are entitled to a paid continuous thirty (30) minute duty-free lunch period. *Transition time to drop off or pick up students must be scheduled outside the thirty minutes.* When an educator is required to attend an IEP, 504, *behavior or other planning meeting* that extends beyond their regular 8-hour work day, they will be compensated for any time *15* minutes past their *regular work day* at their hourly rate as submitted on the monthly timesheet. Educators who are expected to attend IEP or 504 meetings will be given input into the scheduling of such meetings, and in no case will they be given less than *five (5) calendar days' notice. For emergency 504 or IEP meetings scheduled without a (5) calendar days' notice due to student safety or medical concerns, staff will make a good faith effort to be present, but cannot be reprimanded if unable to attend.*

A. The time taken for teachers who must escort students to and/or from another location will not be included in the 30-minute duty-free lunch period. Administrators will schedule three-minute transition periods before and after lunch.

39.2 Each work day, employees who so request will be granted a paid ten (10) minute rest break from their administrator, *or assigned staff*, in the morning, and, if requested, another paid ten (10) minute rest break in the afternoon.

39.3 The Superintendent will set specific building work hours. Principal permission must be secured if it is necessary for an employee to be away during established work hours. No educator will be assigned supervision of students earlier than fifteen (15) minutes after the start of the educator's work day.

39.4 Preparation (Prep) Time is defined as educator-directed time used for instruction, case management, parent communication, and similar purposes. The District shall equitably distribute at the beginning of the school year among the elementary (grades K-5) classroom employees a schedule that has an average of no less than *two-hundred and seventy minutes (270)* of uninterrupted preparation time per week during the work week. No scheduled prep

times shall be less than thirty (30) minutes. If the beginning of the year schedule gets changed then the prep times will be adjusted.

39.5 Each middle school and high school classroom employee shall have a schedule at the beginning of the grading period that has no less than two hundred forty (240) minutes of uninterrupted preparation time during the work week. No scheduled prep shall be less than forty-five (45) minutes. *In no case shall any passing time be included as part of a teacher's preparation time.* Adjustments to this provision may be made only if the employee agrees and the total prep time between two grading periods would equal the specified prep time. Educators who teach during their prep period shall receive an additional 1/7th of their annual salary. No educator will be required to teach during their prep period.

39.6 Meetings other than one-on-one sessions with the Principal or Superintendent shall not be scheduled for the employee during their prep time unless so requested by the Employee.

39.7 Preparation time for licensed staff employed for less than full time will be prorated.

39.8 An employee surrendering a scheduled specialist time for their classroom (i.e., P.E. or Music) due to the unavailability of a substitute employee, or if substituting for another employee, will be compensated at the rate established in the Extra-Duty Schedule.

39.9 Employees are expected to attend building and departmental meetings *within the regular workday or as otherwise specified in this Agreement. All certified staff may be required to attend one district event per school year without additional pay. Any other meeting, event, or other occasion which a teacher is required to attend outside of contracted time shall be paid at their hourly rate. Absences for required events are permitted with preapproval. Principals shall notify employees by November 15th of their required event.* All other school-related activities not falling within the confines of the normal 8-hour working day shall be *voluntary unless otherwise required by this Agreement or law.* Any employee declining to participate in such activities shall be free of reprisal.

39.10 Elementary educators who have a class size that is too large to fit into the normal conference day shall be compensated their hourly rate. If there are more conferences than spots they shall be compensated for the time for the extra conferences.

39.11 Each year, the District will allocate *an appropriate number, as determined by the District* of substitute days or an equivalent amount of per diem extended contract time to provide relief when a large number of IEPs or re-evaluations need to be completed by special education educators, speech pathologists, or ELL educators during a short period of time, or when pre-referral studies need to be completed. If during the year those days have been exhausted, the *employee* can request more days. Requests for the days will be made to the immediate supervisor.

39.12 On days in which a full day of Professional Development is scheduled, educators will be provided no less than one (1) hour of preparation time *when possible*.

39.13 Any teacher required to move classrooms will receive 1 day (8 hours) pay.

39.14 By request of a staff member, a "mother's room" must be provided that is private with a locking door, has electrical outlets, and is large enough to accommodate a comfortable chair and a flat surface for equipment. This space may not be a bathroom or janitorial closet.

Article 40 - Distance Learning

40.1 In mutual recognition that "distance learning" technologies and programs can offer expanded educational opportunities to Vernonia's students, as well as our shared desire to facilitate the realization of such opportunities for these young people in a manner which is cost effective for the District's patrons, the parties do hereby agree as follows:

A. Nothing in this labor Agreement between the parties shall restrict the District's right to contract instruction by means of distance learning, intradistrict cable, microwave or other similar audio-visual technologies.

B. During the term of this Agreement, no member of the Association's bargaining unit will be terminated, nor shall the total hours of positions in said bargaining unit be reduced as a direct result of the District's utilization of the types of technologies referenced in Section A herein.

Article 41 - Term of Agreement

41.1 This Agreement shall be effective as of *July 1, 2026*, shall be binding upon the District, the Association and their members, and shall remain in full force and effect through *June 30, 2028*.

41.2 With the mutual agreement of the District and the Association, the current Collective Bargaining Agreement may be opened for financial negotiations for the 2027-2028 school year. This is optional. Both Parties must vote on the ratification of any agreed-to modifications of the Collective Bargaining Agreement.

Executed this the ____ day of _____ at Vernonia, Oregon, by the undersigned officers, by the authority of and on behalf of the Vernonia Board of Education and the Vernonia Education Association.

School Board Chairman

Date

Superintendent

Date

Association President

Date

Appendix A - Salary Schedule

Appendix A1: For employees at the bottom of the column, when it is not possible for movement, they will receive the difference between Step 1 and Step 2 in the first column. This will be provided as a stipend.

Appendix A Salary Schedule 2026-2027

Vernonia School District
186-Day Licensed Salary Schedule*

Step	BA+0	BA+30	BA+45	BA+60 / MA+0	BA+75 / MA+15	BA+105 / MA+30	Step
1	\$47,476	\$49,375	\$51,350	\$53,404	\$55,540	\$57,762	1
2	\$48,898	\$50,854	\$52,888	\$55,004	\$57,204	\$59,492	2
3	\$50,367	\$52,382	\$54,477	\$56,656	\$58,922	\$61,279	3
4	\$51,878	\$53,953	\$56,111	\$58,355	\$60,689	\$63,117	4
5	\$53,435	\$55,572	\$57,795	\$60,107	\$62,511	\$65,011	5
6	\$55,037	\$57,238	\$59,528	\$61,909	\$64,385	\$66,960	6
7	\$56,687	\$58,954	\$61,312	\$63,764	\$66,315	\$68,968	7
8	\$58,390	\$60,726	\$63,155	\$65,681	\$68,308	\$71,040	8
9	\$60,140	\$62,546	\$65,048	\$67,650	\$70,356	\$73,170	9
10	\$61,946	\$64,424	\$67,001	\$69,681	\$72,468	\$75,367	10
11	\$63,802	\$66,354	\$69,008	\$71,768	\$74,639	\$77,625	11
12		\$68,346	\$71,080	\$73,923	\$76,880	\$79,955	12
13			\$73,210	\$76,138	\$79,184	\$82,351	13
14				\$78,426	\$81,563	\$84,826	14
15					\$84,009	\$87,369	15
16						\$89,988	16
17						\$93,587	17

* Based on the 2026-2027 186-day calendar adopted by the Vernonia School Board May 2026.

Appendix A Salary Schedule 2027-2028

Vernonia School District
186-Day Licensed Salary Schedule*

Step	BA+0	BA+30	BA+45	BA+60 / MA+0	BA+75 / MA+15	BA+105 / MA+30	Step
1	\$48,900	\$50,856	\$52,891	\$55,006	\$57,206	\$59,495	1
2	\$50,365	\$52,380	\$54,475	\$56,654	\$58,920	\$61,277	2
3	\$51,878	\$53,953	\$56,111	\$58,356	\$60,690	\$63,117	3
4	\$53,434	\$55,572	\$57,794	\$60,106	\$62,510	\$65,011	4
5	\$55,038	\$57,239	\$59,529	\$61,910	\$64,386	\$66,961	5
6	\$56,688	\$58,955	\$61,314	\$63,766	\$66,317	\$68,969	6
7	\$58,388	\$60,723	\$63,151	\$65,677	\$68,304	\$71,037	7
8	\$60,142	\$62,548	\$65,050	\$67,651	\$70,357	\$73,171	8
9	\$61,944	\$64,422	\$66,999	\$69,680	\$72,467	\$75,365	9
10	\$63,804	\$66,357	\$69,011	\$71,771	\$74,642	\$77,628	10
11	\$65,716	\$68,345	\$71,078	\$73,921	\$76,878	\$79,954	11
12		\$70,396	\$73,212	\$76,141	\$79,186	\$82,354	12
13			\$75,406	\$78,422	\$81,560	\$84,822	13
14				\$80,779	\$84,010	\$87,371	14
15					\$86,5	\$89,990	15
16						\$92,688	16
17						\$96,395	17

* Based on the 2026-2027 186-day calendar adopted by the Vernonia School Board May 2026.

Appendix B: Extra Duty Salary Schedule

2026-27: *3% Increase*; 2027-28: *3% Increase*

Class A	0,1,2 Years Experience (at HS Level in same sport)	3+ Years Experience (at HS Level in same sport)
10% of Base, \$150 Increment		
Head Coach - High School (per season) District Athletic Director (2 periods of release time) H.S. Activities Director (1 period of release time)	26-27: \$ 4747 27-28: \$ 4889	26-27: \$ 4902 27-28: \$ 5049
Class B	0,1,2 Years Experience (at MS Level or above in same sport)	3+ Years Experience (at MS Level or above in same sport)
8% of Base, \$90 Increment		
Assistant Coach - High School (per season) Head Coach - Middle School (per season) <i>Trapshooting Coach (per school year)</i> <i>Robotics Coach (per school year)</i>	26-27: \$ 3798 27-28: \$ 3912	26-27: \$ 3890 27-28: \$ 4007
Class C	0,1,2 Years Experience (at MS Level or above in same sport)	3+ Years Experience (at MS Level or above in same sport)
6% of Base, \$75 Increment		
Assistant Coach - Middle School (per season) M.S. Athletic Supervisor M.S. Activities Director <i>Music Teacher Extra Duties</i> NHS Advisor	26-27: \$ 2849 27-28: \$ 2934	26-27: \$ 2926 27-28: \$ 3014

Class D	0,1,2, Years Experience (in similar position)	3+ Years Experience (in similar position)
4% of Base, \$60 Increment		
Junior Class Advisor Senior Class Advisor H.S. Yearbook Advisor	26-27: \$ 1899 27-28: \$ 1956	26-27: \$ 1961 27-28: \$ 2020

Class E	0,1,2, Years Experience (in similar position)	3+ Years Experience (in similar position)
3% of Base, \$60 Increment		
Freshman Class Advisor Sophomore Class Advisor Mentor K-5 Mentor 6-8 Mentor 9-12 Outdoor School Supervisor Drama/Other Advisors Life Skills/Behavior Educators Middle School Yearbook	26-27: \$ 1424 27-28: \$ 1467 Second Mentee: \$300 Third Mentee: \$200	26-27: \$ 1486 27-28: \$ 1531 Second Mentee: \$300 Third Mentee: \$200

Extended Season Pay for Paid Coaches and Assistant Coaches	A week's pay per each extended week of State Playoffs
Substitute <i>Hourly</i> Rate	<i>The hourly weight of base pay</i> 26-27: \$ 31.91 27-28: \$ 32.86

MEETING MINUTES

VERNONIA SCHOOL DISTRICT BOARD of DIRECTORS Regular Meeting – July 9, 2026 Vernonia Schools Library, 1000 Missouri Avenue, Vernonia

- 1.0 CALL TO ORDER:** A Regular Meeting of the Directors of Administrative School District 47J, Columbia County, Oregon was called to order at 6:00 p.m. by Greg Kintz. MEETING CALLED TO ORDER
- Board Present:** Greg Kintz, Joanie Jones, Lisa Curry, Amy Cieloha, Alicia Mahoney and Tony Holmes BOARD PRESENT
- Board Absent:** Vacant position BOARD ABSENT
- Staff Present:** Darla Waite-Larkin, Superintendent; Michelle Eagleson, Elementary Principal; Barb Carr, Administrative Assistant; Debbie Johnston, Maintenance Supervisor; Brett Costley, Juliet Safier, Justin Ward, Charise Ash, and Jenn Schram, Licensed Staff; and Camrin Eyrrick, Classified Staff. STAFF PRESENT
- Visitors Present:** Scott Laird, Angela Bettencourt, Christopher McManus, and Colton DeWitt VISITORS PRESENT
- 1.1** The Pledge of Allegiance was recited. PLEDGE OF ALLEGIANCE
- 2.0 ACTION ITEM**
- 2.1 Board Vacancy Appointment:** Greg Kintz asked the board to vote by private ballot their top candidate. After the first round it was a tie between Colton DeWitt and Christopher McManus. A second round was held with Christopher McManus having the most votes. McMANUS APPOINTED TO VACANT BOARD POSITION #6
- Lisa Curry moved to appoint Christopher McManus to position #6 effective July 9, 2026. Tony Holmes seconded the motion. Motion passed unanimously.
- 3.0 OATH OF OFFICE:** Superintendent Darla Waite-Larkin administered the Oath of Office to Christopher McManus, who will serve until the next election cycle in the Spring of 2027. OATH OF OFFICE ADMINISTERED
- 4.0 AGENDA REVIEW:** Lisa Curry moved to approve the agenda as presented. Tony Holmes seconded the motion. Motion passed unanimously. AGENDA REVIEW
- 5.0 PUBLIC COMMENT ON NON-AGENDA ITEMS:** None PUBLIC COMMENT
- 6.0 BUSINESS REPORTS:**
- 6.1 Superintendent Report:** Darla Waite-Larkin's report was provided to the Board prior to the meeting. Highlighted items included: SUPERINTENDENT REPORT
- Pam Voss has been hired as the new business manager. She starts Monday, July 13.
 - Grounds team is working hard
 - Summer Learning going well with 65 students registered
- Discussion was held regarding the Special Education Director position. Mrs. Waite-Larkin shared that before moving forward with hiring for this position she feels it is financially responsible to hold off until the District has received the 4th quarter Timber revenue. This should arrive in August and it has been shared that it is running low across the State. Hiring a Special Education Director will be revisited in August. SPECIAL EDUCATION DIRECTOR POSITION ON HOLD
- Alicia Mahoney shared the disappointment felt within the community due to things being dropped last year. She prefers that the District move forward with filling this position. Mrs. Waite-Larkin shared that she personally has great knowledge in the area of Special Education and will discuss the whole picture with the Board once the Timber revenue has been received.
- A shout out to summer meals was given. The kids are loving the items and were excited about the chocolate milk.
- 6.2 Maintenance Report:** Debbie Johnston's report was provided to the Board prior to the meeting. MAINTENANCE REPORT

The board expressed their appreciation for the report. There were questions about the water issues at Mist. Debbie shared that they were never formally instructed to start any work on this. She will be meeting with the Superintendent to review the issues and put a plan together.

Greg Kintz shared that he had previously shared information about a grant for small schools to replace the water system. He never heard back on this and will share again with the new Superintendent.

A question was asked about the enrollment at Mist Elementary this next school year. Charise Ash shared grades K-2 will have 19, and grades 3-5 will have 22, for a total of 41.

- | | |
|--|--------------------------------------|
| <p>6.3 Financial Memo: There is no financial report this month. Marie Knight included a brief memo. She is finalizing the transition to our new business manager and will continue to work occasionally as the transition wraps up.</p> | <p>FINANCIAL REPORT NOT PROVIDED</p> |
|--|--------------------------------------|

Alicia Mahoney shared that through her work, her volunteer hours were recognized and a donation of \$250 was made to the Board for the Scholarship Account. A check should be arriving to the District.	SCHOLARSHIP ACCOUNT DONATION COMING
--	--

7.0 BOARD REPORTS/BOARD DEVELOPMENT:

- | | |
|--|---------------------------------|
| <p>7.1 Discussion of Board Retreat: Greg Kintz shared that the facilitator for a 2-3 hour board retreat is not available in August. Mrs. Waite-Larkin will collect date availability to get something scheduled in September.</p> | <p>BOARD RETREAT DISCUSSION</p> |
|--|---------------------------------|

Greg Kintz shared that the recently attended a webinar about teaching civics in schools that he thought was good. He also stated that through his work with OSBA they are focusing on trying to raise the 11% SpEd funding cap. The small rural schools special education student enrollment average is 17-19% currently.

8.0 OTHER INFORMATION and DISCUSSION

- | | |
|--|--|
| <p>8.1 Superintendent Advisory Assignments: Board member volunteers to serve as follows:
 8.1.1 Safety Committee. Chris McManus
 8.1.2 Policy Committee: Alicia Mahoney and Joanie Jones</p> | <p>SAFETY COMMITTEE
POLICY COMMITTEE</p> |
| <p>8.2 Board Assignments:
 8.2.1 Negotiations Team: Lisa Curry, Alicia Mahoney, and Greg Kintz
 8.2.2 Scholarship Committee: Joanie Jones, Amy Cieloha, and Tony Holmes</p> | <p>NEGOTIATIONS TEAM
SCHOLARSHIP COMMITTEE</p> |
| <p>8.3 2026-27 Substitute Teacher Pay: Last year the District paid \$221.00 per day for substitute teachers. Mrs. Waite-Larkin recommends going with the state recommended rate for 2026-27 which is \$236.26 per day.</p> | <p>2026-27 SUBSTITUTE TEACHER PAY REVIEWED</p> |
| <p>8.4 2026-27 Board Meeting Schedule: A draft of the 2026-27 board meeting schedule was reviewed. As per usual, the October and April meetings will be held at Mist Elementary. Discussion was held around the November meeting date. There is always the potential for conflict with the date of the OSBA Annual Convention. After discussion it was determined to adjust the November meeting date to Tuesday, November 10th.</p> | <p>2026-27 BOARD MEETING SCHEDULE REVIEWED</p> |
| <p>8.5 District Surplus: Mrs. Waite-Larkin shared the information provided by the Athletic Department which identified the item and the reasoning for the request to surplus. The sled linear leg press takes up a lot of floor space while serving only one athlete at a time. The athletic department will sell the item and reinvest the proceeds into equipment that better supports the athletes.</p> | <p>DISTRICT SURPLUS REQUEST SHARED</p> |

9.0 ACTION ITEMS

- | | |
|--|--|
| <p>9.1 Board Committee Assignments: Amy Cieloha moved to appoint Alicia Mahoney, Lisa Curry, and the new Board Chair to the Negotiations Committee and Amy Cieloha, Joanie Jones and Tony Holmes to the Scholarship Committee. Joanie Jones seconded the motion. Motion passed unanimously.</p> | <p>BOARD COMMITTEE ASSIGNMENTS APPOINTED</p> |
|--|--|

9.2	2026-27 Substitute Teacher Pay: Joanie Jones moved to set the substitute teacher pay for 2026-27 at \$236.26 per day. Alicia Mahoney seconded the motion. Motion passed unanimously.	2026-27 SUBSTITUTE TEACHER PAY APPROVED
9.3	2026-27 Board Meeting Schedule: Alicia Mahoney moved to approve the 2026-27 Board Meeting Schedule as amended – November meeting moved to Nov. 10. Lisa Curry seconded the motion. Motion passed unanimously.	2026-27 BOARD MEETING SCHEDULE APPROVED
9.4	Surplus Declaration: Lisa Curry moved to declare the Leg Press as discussed in item 8.5 as surplus. Amy Cieloha seconded the motion. Motion passed unanimously.	ITEM DECLARED SURPLUS
10.0	MONITORING BOARD PERFORMANCE: None	MONITORING BOARD PERFORMANCE
11.0	ELECTION OF BOARD CHAIR and VICE CHAIR.	
	11.1 Election of 2026-17 Board Chair: Tony Holmes moved to nominate Greg Kintz as chair for 2026-27. Lisa Curry seconded the motion. There were no other nominations. The vote was called for, with Greg Kintz abstaining from the vote. All others voted in favor of the motion. Motion passed.	KINTZ ELECTED CHAIR FOR 2026-27
	11.2 Election of 2026-27 Board Vice Chair: Amy Cieloha moved to nominate Joanie Jones as vice chair for 2026-27. Alicia Mahoney seconded the motion. There were no other nominations. The vote was called for, with Joanie Jones abstaining from the vote. All other voted in favor of the motion. Motion passed.	JONES ELECTED VICE CHAIR FOR 2026-27
12.0	CONSENT AGENDA:	CONSENT AGENDA
12.1	Minutes of 06/11/26 Special Meeting and the 6/11/26 Regular Meeting.	
12.2	Designate:	
	12.2.1 Chief Administrative & Budget Officer/Clerk: Darla Waite-Larkin	
	12.2.2 Custodian of Funds: Authorize Signatures, Use of Facsimile Signatures for District Checks, as appropriate: Darla Waite-Larkin	
	12.2.3 Representative of Federal/State Fund & Grant Applications: Darla Waite-Larkin	
	12.2.4 Depository of Funds: US Bank & Government Pool	
	12.2.5 District Auditors: Clear Trail CPAs, LLC	
	12.2.6 Insurance Agent of Record: Brown & Brown Northwest	
	12.2.7 Attorney of Record: Garrett, Hemann, Robertson, Jennings, Comstock & Trethewy, P.C.	
	12.2.8 Newspaper of Record: Vernonia's Voice	
12.3	Set:	
	12.3.1 Borrowing Limit - \$150,000	
	Alicia Mahoney moved to approve the consent agenda as presented. Tony Holmes seconded the motion. Motion passed unanimously.	CONSENT AGENDA APPROVED
12.0	OTHER ISSUES: Next Agenda Setting Meeting will be held virtually on Wednesday, August 5 at 3:30 p.m. Alicia Mahoney volunteered to join the Superintendent and Board Chair.	NEXT AGENDA SETTING MEETING
13.0	MEETING ADJOURNED at 7:04 p.m.	ADJOURNED
	Submitted by Barb Carr, Administrative Assistant to the Superintendent and Board of Directors	

Board Chair

District Clerk