

Collective Bargaining Agreement  
between the  
Clatskanie Education Association  
and the  
Board of Directors  
of Clatskanie School District 6J

2023-2026



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## **Preamble**

This Agreement is entered into between the Clatskanie Education Association, hereinafter called the “Association,” affiliated with the Oregon Education Association, hereinafter called the “OEA,” and the National Education Association, hereinafter called the “NEA”, and the Board of Directors of School District No. 6J, Columbia County, Oregon, hereinafter called the “Board” or “District.”

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

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

### **Article 1 - Recognition**

#### **A. Recognition**

1. The Board recognizes the 6J Education Association as the exclusive representative on wages, hours and conditions of employment for all regular full time and regular part time licensed teaching personnel employed by the District, and temporary educators who are employed for a period of 90 calendar days or more. Notwithstanding the above, an employee hired for a temporary position for a period which is expected to exceed ninety (90) calendar days will be part of the Clatskanie Education Association bargaining unit from the first day of employment. Articles 5, 16, 19, and 21 shall not apply to temporary educators. Substitute educators, supervisory employees, and administrators are excluded.
2. The purpose of this article is to recognize the right of the bargaining agent to represent educators in the bargaining unit in negotiations with the Board. Granting of recognition is not to be construed as obligating the Board in any way to continue any functions or policies. If Board policy contains language which is contrary or inconsistent to the express terms of this Agreement, this Agreement, during its duration, shall control.

### **Article 2 - Negotiations Procedures**

#### **A. Notification of Intent to Negotiate**

No later than March 1 of the calendar year in which this Agreement expires, unless there is mutual agreement to the contrary, both parties shall give written notice to the other of its intent to begin negotiations for a successor Agreement. Negotiations will commence on a mutually agreed upon date subsequent to any such timely notice. Any agreement so negotiated will be reduced to writing and signed by the parties.

#### **B. Agreement Modifications**

This Agreement may not be modified, in whole or part, by the parties except by an instrument in writing duly executed by both parties.

#### **C. Printed Copies of Agreement**

There shall be two (2) signed copies of the final Agreement for the purpose of records. One (1) shall be retained by the District and one (1) by the Association. The Agreement shall be posted on the District website. The Association agrees to provide one (1) camera-ready copy of the negotiated Agreement for reproduction.

## Article 3 - Grievance Procedure

### A. Definitions

1. **Grievance.** A “grievance” is a written claim by an educator, a group of educators, or the Association, based upon the interpretation, inequitable application or violation of this Agreement, or District Policy as it relates to the Collective Bargaining Agreement.
2. **Grievant.** The “grievant” is the person, persons, or the Association, who has the grievance and is presenting the complaint.
3. **Party in Interest.** A “party in interest” is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
4. **Days.** As used in these procedures means school days, thus excluding weekends and vacation days or legal holidays.

### B. Purposes

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

### C. Guidelines

1. Every effort will be made by all parties to avoid interruption of classroom and/or any other school-sponsored activities.
2. Every effort will be made by all parties to avoid the involvement of students in the grievance procedure. Under no circumstances will alleged grievances be communicated in such a way as to be detrimental to the emotional and educational development of students. Information shall be maintained in a professional confidence at all times at all levels by staff and personnel involved. All documents, communications and records of any grievance will be filed in the District office separately from the personnel files.
3. In the event it becomes necessary to hold more than one meeting at any grievance level, no more than five (5) days shall elapse between each meeting.
4. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
5. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by July 1 of that year, and if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced by mutual agreement of the parties in interest.
6. All meetings and hearings under this procedure shall include only such parties in interest and their designated or selected representatives and witnesses.
7. If a grievance arises from action or inaction on the part of a member of the administration above the level of principal, the grievant shall submit such grievance in writing to the Superintendent and the Association directly and the processing of such grievance will be commenced at Level 2.



8. Grievances must be filed not later than fifteen (15) days after the occurrence of an alleged violation or misapplication of the Agreement, or not later than fifteen (15) days after the grievant knew or had reason to know of the occurrence of the act(s) upon which the grievance is based. Failure to file a grievance within the above time lines shall constitute a waiver of the grievance.
9. Failure at any level of this procedure by the grievant to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level. Failure at any level of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the grievant to proceed to the next level.
10. Grievances may be filed on a Form, attached as Appendix C.

#### **D. Procedures**

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

- a. A grievant shall file the grievance in writing with the principal or immediate supervisor with authority to resolve the grievance, either directly or through the Association's designated representative.
- b. Within five (5) days after receipt of the grievance the principal or immediate supervisor will meet with the grievant and the grievant chosen representative of the Association in an effort to resolve it.

##### **2. Level Two - Superintendent**

- a. If no decision has been rendered within five (5) days after the Level One meeting with the principal or immediate supervisor, or if the grievant is not satisfied with the disposition of the grievance by the immediate supervisor, the Association or the grievant may refer it to the Superintendent within 15 days after the Level One meeting.
- b. Within ten (10) days after receipt of the grievance the Superintendent will meet with the grievant and, at the option of the grievant, a representative of the Association in an effort to resolve it.

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

- a. If no decision has been rendered within five (5) days of the meeting with the Superintendent, or if the grievant is not satisfied with the Superintendent's disposition of the grievance, the Association or the grievant may refer it to the Board within 15 days after the Level Two meeting.
- b. Within thirty (30) days after receipt of the grievance, the Board will meet with the grievant and the grievant representative in an effort to resolve it.
- c. The decision of the Board will be final and binding on Board Policy grievances.

##### **4. Level Four - Arbitration**

- a. If no decision has been rendered within ten (10) days of the meeting with the Board, or if the grievant is not satisfied with the Board's disposition of the grievance, the Association may submit the grievance to arbitration within twenty (20) days after the Level Three hearing. Failure to submit the grievance to

binding arbitration within twenty (20) days after the Level Three meeting shall constitute termination of the grievance procedure unless the parties mutually agree to extend the time limits. If any question arises as to whether a particular dispute involves the interpretation, meaning or application of any of the provisions of this Agreement, such question will first be ruled upon by the arbitrator selected to hear the dispute. Except as otherwise expressly provided in this Agreement, the arbitration will be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association in effect at the time (hereinafter referred to as the "AAA Rules").

- b. Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association will attempt to agree upon a mutually acceptable arbitrator, and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the ten (10) day period, a request for a list of arbitrators may be made to the Employment Relations Board by either party. The parties will then be bound by the AAA Rules in the selection of an arbitrator.
- c. The arbitrator so selected will confer with the representative of the Board and the Association and hold hearings promptly and will issue a decision not later than thirty (30) days from the date of the close of the hearings; or, if oral hearings have been waived, then from the date the final statements and evidence are submitted to the arbitrator. The arbitrator's decision will be in writing and will set forth the findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this Agreement. The arbitrator shall be without authority to add to, subtract from, alter or modify this Agreement. The decision of the arbitrator will be submitted to the Board and the Association and will be final and binding upon the parties.
- d. The costs for the services of the arbitrator, including per diem expenses, if any, and their travel and subsistence expenses and the cost of any hearing room will be borne equally by the Board and the Association. All other costs will be borne by the party incurring them.

#### E. Miscellaneous

1. **Educator and Association.** Any grievant may be represented at all stages of the grievance procedure by a representative selected or approved by the Association. The Association shall have the right to be present at all stages of the grievance procedure.
2. **Group Grievance.** If a grievance affects a group or class of educators, such grievance may be submitted in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two.
3. **Written Decisions.** Decisions rendered at Level One which are unsatisfactory to the grievant and all decisions rendered at Levels Two, Three and Four of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association. Decisions rendered at Level Four shall be in accordance with the procedure set forth in Level Four, Section C, of this Article.
4. **Reprisals.** No reprisals of any kind shall be taken by the Board, the Association or by any member of the administration against any party in interest, any member of the

Association, or any other participant in the grievance procedure by reason of such participation.

5. **Grievance Contents.** A grievance shall contain at least the following information:
  - a. The approximate date of the alleged violation.
  - b. The specific facts upon which the grievance is based.
  - c. The contract provision(s) allegedly violated, and how the District action or inaction violated the contract language cited.
  - d. The remedy requested.

## **Article 4 - Complaint Procedure**

### **A. Definition**

A formal complaint is defined as any negative remark or criticism filed against an educator formally in writing, signed by the complainant

### **B. Step 1 - Informal**

. Prior to any formal action on the complaint, the Administrator receiving the complaint shall urge the complainant and the employee to meet in an effort to resolve the complaint. If, after the meeting the complainant agrees that the matter is resolved, no further action will be taken on the complaint. If, however, the matter remains unresolved, or if the complainant and/or the employee are unwilling to meet, the informal resolution effort will end, and the formal processing of the complaint will occur.

### **C. Step 2 – Formal**

If the complaint remains unresolved after the District intends to investigate, take action or make a citizen complaint part of an educator's personnel file, the following procedure shall be utilized.

- a. Within five working days of receipt of a complaint, the District will inform the employee of the nature of the complaint and provide a copy of the signed complaint.
- b. Within five working days after receiving notice of the complaint, the employee or the supervisor may request a meeting to discuss possible resolutions to the complaint.
- c. If the complaint is not resolved at the resolution meeting, then the educator shall have the right to request a meeting with the complainant and hear the complaint directly. All involved must attempt to resolve the matter.
- d. Any complaint which the administrator or supervisor chooses not to discuss with the educator or is not discussed within the required time shall not be considered in the educator's evaluation, and shall not be used against the employee in any subsequent action by the District or placed in the educator's personnel file.
- e. No record of any complaint which has been thoroughly investigated and determined to be unfounded or unsubstantiated shall be placed in the educator's personnel file.
- f. The educator has the right to CEA representation of choice at all levels.

## **Article 5 - Layoff**

### **A. Criteria for Retention/Layoff**

1. If a staff layoff is necessary, the following criteria will be used to determine which educators are to be retained:
  - a. Licensure with endorsement(s) in the area in which the opening exists.
  - b. District-wide seniority. In the event of a common start date, lots will be drawn on the first contractual work date to determine district-wide seniority.
  - c. The educator's cultural and linguistic expertise as defined in ORS 342.934(1)(b)
  - d. If the District, in addition to complying with the provisions of this Article, elects to consider "competence" as layoff/recall factor, the District will comply with ORS 342.934(8) and ORS 342.034(9). For the purpose of administering the term "competence", the parties define the word "recent" and the term "grade level" as follows:
    - i.. "Recent" means within the past five (5) years.
    - ii.. "Grade Level" means each of the following grade level clusters shall be considered a "grade level": K-6, 4-8, 6-12.
  - e. The District shall consider the educator to be competent if the educator is willing to pursue additional training and educational preparation equivalent to nine (9) credit hours. The nine credit hours are subject to mutual agreement.
2. In the event two or more individuals are tied after application of these criteria, the tie will be broken by drawing lots. The District will make a reasonable effort to give ninety (90) days' notice to individuals of a possible layoff.

### **B. Recall Procedure**

1. If, within twenty-seven (27) months of layoff, a teaching vacancy occurs within the District for which a laid-off educator is qualified, the recall procedure outlined below will be followed:
  - a. At the time of layoff, the educator may request an Intent to Return form. The form will include the educator's address for recall notification. In the event of a recall, the District will notify the educator who has expressed a desire to return to the District of the recall, by Certified Mail, return receipt requested, sent to the last address given by the educator to the District office.
  - b. Educators will have until return of the recall notice by the Post Office, or fifteen (15) calendar days from the receipt of such notice, whichever comes first, to notify the District by Certified Mail, in writing, of their intent to return within forty-five (45) calendar days of the date of such notice. Twenty-seven (27) months after being laid-off and/or failure of the educator to respond to a recall notice within the time herein specified shall terminate such educator's right to recall and all other employment rights with the District.
  - c. As teaching positions become available, the District shall rehire laid-off educators in the reverse order of layoff, provided the educator is licensed and competent (as defined in Section A, paragraph I c of this article) for the open position.

**C. Maintenance of Insurance Benefits**

Subject to the rules and regulations of the carrier, educators may maintain their group insurance coverage at their own expense during the twenty-seven (27) month period following the date of their layoff.

**D. Accumulated Sick Leave/Experience**

Upon recall, the educator will retain sick leave and years of experience accumulated at the time of layoff.

**Article 6 - Rights of Professional Employees**

**A. Union Participation**

Educators shall have the right to organize, join and assist the Association and to participate in professional negotiations with the Board.

**B. Representation**

1. Whenever any educator is required to appear before an administrator or Board concerning their termination or a disciplinary action, they shall be given prior notice of such meeting, including topics to be discussed, and may have their chosen Association representative present. Association representation is not warranted unless prior knowledge of an expressed or intended legal action is part of the parent/student complaint. If, in a subsequent meeting involving the educator and administrator, wherein the District plans to take disciplinary action against the educator, the educator may have their chosen Association representative present.
2. These meetings will be held before or after school unless there is an urgent reason to do so during student contact hours. In the event of an urgent meeting, the administrator will reasonably accommodate the member in choosing any representative of their choice, including obtaining a substitute if necessary. However, if the representative of choice is not available, the member has the right to make an alternate choice, and the administrator has the right to meet with the member. It is also understood that the meetings implied in this article mean those that pertain to the concerns as stated in this article. This language does not impede the right of the administrator to speak to a CEA member for routine communication dealing with the member's duty assignment.

**C. Personnel Files**

The official files of all educators are confidential and shall be kept in the District Personnel office. All materials added to the personnel files will be initialed and dated by the educator before putting into their file. An educator may attach a rebuttal to materials or add relevant materials of their choosing. If an educator refuses to initial materials, the materials may then be placed in their file.

**D. Discipline of Educators**

The District shall not issue a written reprimand, suspend without pay or reduce in basic compensation any educator without just cause. This provision does not apply to the dismissal or non-renewal of a probationary educator. This provision also does not apply to the dismissal or non-extension of a contract educator if such dismissal or non-extension is governed by the Fair Dismissal Law. Just cause in this Agreement means:

1. The employee is given forewarning or foreknowledge of the possible or probable disciplinary consequences of their conduct. Certain offenses, such as insubordination, coming to work intoxicated, drinking intoxicating beverages on the job, or theft of the property of the District or of fellow employees, are so serious that any employee may properly be expected to know already that such conduct is offensive and punishable.
2. There will be an investigation conducted fairly and objectively of the charges before any discipline is administered.
3. The District's rule was reasonably related to a) the orderly, efficient, and safe operation of the District's business; and b) the performance that the District might properly expect of the employee.
4. The District, before administering discipline to an employee, will determine whether the employee did in fact violate or disobey a rule or order of the District.
5. The investigation will provide substantial evidence or proof that an employee is guilty as charged.
6. The penalty will be reasonably related to the seriousness of the offense and the record of the employee in their service with the District.
7. The District has applied its actions even-handedly, subject to the provisions of ORS 243.706 (1).

**E. Grade Changes**

No grade given by an educator shall be changed without the mutual approval of the Superintendent, principal and educator. If mutual approval is not obtained, the matter may be appealed to the Board whose decision will be final. If the decision is to change the grade, the Board will attach a written statement to the student's file indicating that the Board made the change.

**Article 7 - Nondiscrimination**

**A. Free Choice/Nondiscrimination**

The Association and the District affirm their adherence to the principles of free choice and agree that there shall be no discrimination against any employee covered by this Agreement because of age, race, religion, sex, national origin, creed, color, residence, gender identity, or marital status.

**B. Personal Lives of Licensed Employees**

The personal life of a licensed employee shall not be the concern of the District so long as it does not adversely affect their performance on the job.

**Article 8 - Educator Assignment**

**A. Notification of Assignment**

1. Educators employed by the District during any given year shall be notified in writing of their tentative assignments for the ensuing year by June 1. In the event such tentative assignment is changed after June 1, the educator shall be notified in writing of such change within five (5) working days after the change is made, and shall be provided with three (3) days with pay at the per diem rate to prepare for the changed assignment.

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

## **Article 9 - Vacancies and Transfers**

### **A. Posting and Voluntary Transfers**

1. As the District declares positions open, the positions will be described by written notice and e-mailed to all licensed staff. Such notices shall be posted at least ten (10) working days prior to the position being filled.
2. Educators wishing to fill a posted vacancy or to transfer to another assignment shall make a written request to the Superintendent or designee, and shall be granted an interview for the position. The disposition of such requests shall be made in writing to the affected educator(s) within thirty (30) calendar days of receipt of the initial request. The Superintendent shall, upon request, meet with the educator to discuss reasons for the denial.
3. A list of all vacancies which occur from June 1 to August 31 will be mailed or emailed to educators who have expressed interest and left a summer address with the District office. No such vacancy shall be filled within fourteen (14) calendar days of the mailing date.
4. The President of the bargaining unit shall receive reasonable notice of all position openings in administrative or supervisory positions.

### **B. Involuntary Transfers**

1. Notice of an involuntary transfer will be given to the educator within five (5) working days following final decision to transfer.
2. If an educator is involuntarily transferred to a different position, they may make known to the appropriate administrator their wishes regarding the new assignment.
3. Upon request of the educator, the Superintendent shall meet with the educator to discuss the reasons for the transfer.
4. Prior to any final transfer decision, educators being considered for involuntary transfer will be informed of all known vacancies. The educator will be able to indicate a preference of assignment and/or make application for a transfer as outlined in Section A-2 of this Article.
5. Educators may bring a representative of the Association to all meetings regarding potential involuntary transfers.

### **C. Miscellaneous Provisions**

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

## **Article 10 - Association Rights and Privileges**

### **A. As per applicable laws and Board policies, the following rights and privileges are awarded:**

#### **1. Information**

Upon request, the Board agrees to furnish to the Association all readily available public information necessary for its functioning as exclusive bargaining representative. The Association may be required to pay the cost for materials needed for copies.

**2. Released Time for Meetings**

Whenever any educator is directed by the District to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, they shall suffer no loss in pay.

**3. Use of School Buildings**

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

**4. Use of School Equipment on School Property**

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

**5. Bulletin Boards**

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

**6. Right to Speak at Faculty Meetings**

Upon prior notice to the administrator in charge, an Association representative shall be allowed to make brief announcements not to exceed five (5) minutes at the end of any faculty meeting.

**7. Mail Facilities**

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

**8. Exclusive Rights**

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

**9. Policy Making**

The Association will be notified prior to final action by the Board of any contemplated changes in written policy directly affecting educators in the District. Notification will be through the Board agenda being provided to the Association in each building and to the Association president at the same time it is provided to the Board.

**10. Association Leave**

The Association shall be allocated ten (10) days per year for Association business. The Association shall reimburse the District for the cost of substitutes. Meetings during the work day called by the District and grievance meetings will not be counted against the Association Leave.



## **11. 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.

Administration and Association representatives will work to ensure minimal impact or interruption to the operation of the school and service to students.

## **Article 11 - Payroll Deductions**

### **A. Payroll Deductions**

1. The District agrees to deduct from the salaries of its regular educators as requested by the educator:
  - a. Premiums for Board approved insurance programs.
  - b. Payments to the educators' credit union.
  - c. Contributions to the United Way Fund.
  - d. Savings bonds and savings plans.
  - e. Tax-sheltered annuities, provided ten (10) or more employees subscribe to the annuity.
2. The District, upon appropriate authorization of the educator, shall deduct from the salary of any educator and make proper remittance for any other plans or programs mutually agreed to by the District and educators.

## **Article 12 - Dues Deduction**

### **A. Dues Deduction Authorization**

The employer will deduct dues, fees, and any other assessments or authorized deduction to the union in accordance with the payroll-deductions authorizations signed by members and provided to the union. The union will provide the employer with a list identifying the employees who have

signed such authorizations and the authorized deduction amounts. The employer shall rely on the list to make the authorized deductions and to remit payment to the Local and State Associations. Dues deducted will be transmitted to the Local and State Association within five (5) days of the deduction, and will include a list of bargaining unit employees, both active members and non-members, indicating the amount of deduction from each

**B. Processing OEA/NEA Dues Deductions**

Dues deductions shall be made monthly in an amount equal to one-tenth (1/10) of annual dues, commencing with the month of September and continuing through the June pay period. Deductions for employees who join the Association after the beginning of the school year shall be prorated on a twelve- month proration schedule.

**C. Remittance of Dues Checks**

The District shall send the Association the NEA/OEA dues including voluntary Association contributions deducted from each member's paycheck after each payperiod.

**D. Employee Information**

So long as the employer has such information in its records, it shall provide to the Association, in an editable digital file agreed to by the Association, the contact information for each employee, including name, all known telephone numbers, work and home email addresses, personal mailing address, date of hire, job title, salary, work site, FTE, and PERS Classification. This information will be provided within 10 calendar days of the date of hire for newly-hired employees, and every 120 calendar days for current employees. The District shall also promptly notify the Association whenever an employee in the bargaining unit is placed on an unpaid leave of absence of longer than 90 days, retires, is terminated, is laid off, resigns, or changes their name.

## **Article 13 - Teaching Hours and Conditions**

**A. Work Day**

1. Each educators' normal workday shall be eight (8) hours inclusive of a one-half (1/2) hour duty-free lunch period. The normal work day will begin at least fifteen (15) minutes prior to the start of the instructional contact time with students.
2. In the event of an unexpected need, the educator will provide notice to the building administrator for medical/dental or business appointments.
3. If an educator is assigned to teach an additional classroom of students, they shall be paid a stipend of per diem rate based on Appendix A. Step 9, BA+74. Partial days shall be prorated based on the above rate.

**B. Preparation Time**

1. Educators who deliver direct instruction shall be scheduled a minimum of two hundred twenty-five (225) minutes of preparation time per week with an uninterrupted time block of no less than thirty (30) minutes per day. The District will attempt to employ substitutes for teachers who are absent for more than one (1) period for scheduled activities.
2. If an educator who delivers direct instruction is required by the District to substitute for another educator during their preparation period, the substituting teacher will be compensated at a rate equivalent to seven-hundredths percent (.07%) of the base salary (See Appendix A) per period required to substitute. No teacher will be required to lose

more than one preparation period in any given week except in case of emergency where the need for a substitute was unforeseen.

**C. Split Classes**

If a licensed substitute cannot be obtained for an absent general elementary educator, the elementary administrator may direct the class to be split between two classrooms. If this occurs for four (4) hours or more, the educators receiving those students will be compensated at 50% of the District’s current sub rate of pay in addition to their regular daily rate.

**D. Duty Free Lunch**

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

**E. Other Assigned/Approved Duties**

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

<u>Length of Event</u>	<u>Pay</u>	<u>Example Duties</u>
0-3 Hours	\$30	MS Sports, single games, Dances
3-6 Hours	\$60	HS Basketball, Doubleheaders
7+ Hours	\$100	Tournaments, Large track meets

<u>Pay</u>	<u>Duty</u>
\$30 Chaperone	1-50 road miles one way
\$35 Chaperone	51-75 road miles one way
\$40 Chaperone	76+ road miles one way

**F. Reimbursement for Travel Expense**

Educators required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance of the IRS rate. The same allowance shall be given for use of personal cars for approved field trips and/or other business of the District.

**G. Work Load (K-12)**

1. The Association is encouraged to comment on class size problems and to make recommendations to rectify any problem in the class size.
2. Teachers shall be compensated at a rate of \$20 per additional student per month when classroom sizes rise above the maximum threshold that both the District and the Association have determined to be an acceptable number of students in a classroom based upon grade level, classroom type or student composition.
  - a. Acceptable student counts per the above criteria are defined as:
    - i. K-3: 27 per classroom
    - ii. 4-6: 29 per classroom
    - iii. 7-8: a total of 160 across core content areas

- iv. 9-12: a total of 180 across core content areas
3. For the purpose of this article, Core Content is defined as English Language Arts, Math, Social Studies and Science needed to graduate. Does not include core content intervention classes such as Math/Literacy Lab.
4. Class size calculations will be made at the beginning of the fourth week of each semester and the numbers shall be fixed until the end of that semester. Teacher Assistants (TAs) and Independent Study Students are not counted as part of classroom size. Stipends shall be paid during the second pay period of the semester, retroactive to the first day of each semester.
5. The district will make every effort to minimize the number of courses with separate preps.
6. It is understood that “credit recovery”, on-line courses, or other similar assignments will count towards the teacher’s limits contained in paragraph 1, above.
7. The District will ensure that there will be sufficient seats, desks, computers, stations, etc. for the number of students in a class.

## **Article 14 - Work Year**

### **A. Recognition**

It is recognized that the Board 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 review and recommendation.

### **B. Work Year**

The educator work year shall consist of one hundred ninety (190) days each year, including one hundred seventy-three (173) student contact days, two (2) in-service day, three (3) parent/teacher conference days, six (6) educator workdays, and six (6) holidays: Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day, New Year's Day, and Memorial Day.

### **C. Decisions Regarding Work Year**

The District and the CEA, through the Labor Relations Committee, may discuss the budget as established by the State Legislature. These meetings may serve to help determine the number of contractual work days for the following year and provide the opportunity for both parties to collaborate in the interest of meeting the financial obligations of the District and maintaining a comprehensive, quality education for students.

### **D. Unforeseen School Closure**

In the event the contracted days of service are not completed within the inclusive dates of the adopted calendar, due to emergency closure or other unforeseen circumstances, the Board may, at its option, adjust the calendar dates to complete the contract period.

## **Article 15 - Classroom Control and Discipline**

### **A. District-Established Student Discipline Procedures**

The District at the beginning of each school year will provide to each educator a copy of the applicable student discipline procedures established by the District.

## **B. Removal of Students from the Classroom**

1. A student may be removed from a classroom by an educator if the student poses a threat to the physical well-being of the educator or other persons in the classroom.
2. If the educator's immediate supervisor reinstates the student in the educator's classroom, the educator may within ten (10) calendar days appeal the decision to the supervisor who reinstated the student. If the educator is not satisfied with the outcome of the appeal with the supervisor, the employee may, within ten (10) calendar days, appeal the decision to the Superintendent. If the educator wishes to appeal the decision of the Superintendent regarding the discipline matter, the educator may within ten (10) calendar days appeal to the Board by submitting a written statement and shall upon request be afforded an opportunity to present the educator's position to the Board. The Board's decision shall be final.

## **C. Educators' Right to Pertinent Student Information**

In partnership with the Clatskanie Education Association, the Clatskanie School District will create a policy that addresses educators' right to information regarding situations that may have a negative impact on teaching and learning except as limited by federal and state Laws.

# **Article 16-Expenses for Workshops/Tuition**

## **A. Reimbursement for Workshop Expenses**

1. Expenses for professional workshops, conference and meetings, approved in advance by the educator's supervisor, will be reimbursed by the District for up to \$200. Educators may request payment of workshop and/or conference registration fees in advance. If, after the event, the educator fails to provide the District with a receipt of attendance, the District may withhold from the educator's salary an amount equal to the fees already paid.
2. The dollar amount paid for each educator is limited to the amount indicated.

## **B. Tuition Reimbursement**

1. If the District requests or requires a bargaining unit member to take graduate credit coursework, the District shall directly pay the University in advance of the class for the employee. This does not apply to Article 5, Layoff, Section Id. A transcript from the University with a passing grade shall be delivered to the District by the employee within 45 days of last day of class. If the employee fails to provide a transcript with a passing grade to the District, drops/withdraws from the course, or fails to return to the District the next school year, the District shall deduct the full amount paid to the University from the employee during the next payroll period. If the reimbursement is greater than the employee's next payroll, the employee shall be immediately responsible for reimbursing the District.
2. The tuition rate at which tuition will be reimbursed will be the Oregon University system's average rate for graduate credit, using the rates in effect on September 1 of the school year in which the tuition is incurred. Individuals' unused tuition dollars may accumulate from one year to the next for the life of the contract. Tuition will be pro-rated for less than full-time employees. Tuition for graduate credit coursework will be available under one of the following options during the life of this contract:
  - a. Option A: For graduate credit coursework taken in an approved Master's program or taken towards attaining "highly qualified" status, as defined by the ESEA, in the educator's assignment area, reimbursement will be a dollar amount equivalent to four (4) quarter hours per year.

- b. Option B: For all other approved graduate credit coursework, tuition reimbursement will be a dollar amount equivalent to three (3) quarter hours per year.
3. The reimbursement rate is subject to the following conditions:
    - a. If a contract educator fails to return to the District, they shall be responsible for reimbursing the District for unearned benefits.
    - b. Probationary educators must be reemployed for the subsequent year to benefit from this article.
    - c. The graduate credit coursework must be taken at an institution of higher education, which is accredited by a regional accreditation agency (e.g., Northwest Association of Secondary Schools and Colleges).
    - d. The coursework must be successfully completed with a passing grade by the educator.
    - e. Prior to reimbursement, the educator shall submit evidence of these conditions (e.g., online grade reports, unofficial transcripts, or official transcripts). Online records must be opened and printed in the presence of District office personnel.
  4. At the sole discretion of the Superintendent, reimbursement for undergraduate credit may be approved. Such approval must be made prior to the starting date of the class for which approval is requested.
  5. The District shall accept three (3) employee hardship applications each academic year in the event an employee qualifies for tuition reimbursement, but cannot afford to pay tuition up front for graduate level, for credit coursework.
    - a. A bargaining unit member may file a letter of hardship with the District office. The District shall award the hardship reimbursement on a first come, first served basis. The hardship award will be good for the current fiscal year (July 1 through June 30). All decisions of the District are final and not subject to the grievance provisions in this Agreement.
    - b. Probationary educators are not eligible for the hardship consideration.
    - c. All other provisions of this Article are applicable to any employee who receives a tuition pre-payment from the District based on hardship.

**C. Credit for In-Service Workshops**

With the approval of the Superintendent, credit will be allowed for In-Service Workshops (not on school time). Educators will receive one (1) credit hour for two (2) full days of time spent, provided no reimbursement is received.

**D. Salary Increase by Reason of Professional Training**

When a licensed employee has earned the right to a higher salary bracket by reason of increased professional training, the change shall be made effective for the next pay period after receipt by the District of an official transcript or official grade slip, provided it is received at least fifteen (15) calendar days prior to payday. Payments for increased training shall not be retroactive.

## **Article 17 - Insurance**

### **A. District Contribution**

1. The District shall make a monthly contribution towards health insurance for each eligible fulltime educator in an amount equal to eighty-five percent (85%) of the total monthly premium of the following OEGB package: Moda Plan 1, Delta Dental Premier Plan 1, and Moda Opal Vision Plan. This contribution shall be prorated for less than full-time educators.
2. For the 2023-2024 contract year, the district's monthly contribution toward insurance shall be the greater of \$1850 or the contribution as outlined in paragraph A1 above.
3. For the 2024-2025 contract year, the district's monthly contribution toward insurance shall be the greater of \$1900 or the contribution as outlined in paragraph A1 above.
4. For the 2025-2026 contract year, the district's monthly contribution toward insurance shall be the greater of \$1950 or the contribution as outlined in paragraph A1 above.
5. Contingent upon the employee selecting a qualifying High Deductible Health Plan, the District will make a contribution to a Health Saving Account (HSA) each month for the difference in the insurance allowance and the premium, up to the legal limit during employment.

### **B. A la Carte Benefit Option**

Employees may elect to choose less than a full medical, dental and vision package. The District will pay the cost of the plans chosen, not to exceed the District contribution as defined in Section A of this Article.

### **C. Insurance Benefit Opt Out**

Any employee who has, and can provide evidence of, other medical insurance coverage and therefore elects to opt out of all District insurance benefits, may receive instead a cash payment equal to thirty percent (30%) of the total District contribution. Such payment will be subject to taxation and will be paid monthly.

### **D. Substantially Similar Coverage**

The District does agree to provide substantially similar coverage if a change is made and will confer with the Association before any final decision is made to change carrier(s).

### **E. Commencement of Benefits**

Employees newly hired by the Board shall be eligible for District-paid insurance premium contributions upon acceptance of written application by the insurance carriers on the first day of the month following the month work commenced.

### **F. Rules and Regulations**

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

## **G. Termination of Benefits**

The District's obligation towards premium payments as provided herein shall cease on the first day of the month following the month in which the eligible employee was no longer employed by the District or prorated for time worked or the termination date of this Agreement, whichever is sooner. Employees who complete their contract obligations for the full contract year shall have benefits terminated on August 31.

## **Article 18 - Salary**

### **A. Step Advancements and Salary Schedules**

All employees eligible for step advancement will receive one. The salary schedules for this contract are contained in Appendix A. Effective July 1, 2023, salaries shall increase by 3% over the rates in effect for the 2022-2023 contract year. In addition, effective July 1, 2023, all educators working at least 0.75 FTE as a Special Education educator shall receive an annual stipend of \$2000.

Effective July 1, 2024, salaries shall increase by 3% over the rates in effect for the 2023-2024 contract year.

Effective July 1, 2025, salaries shall increase by 5% over the rates in effect for the 2024-2025 contract year. In addition, a new Step 17 will be added to the Salary Schedule.

### **B. PERS Contribution**

Employees shall pay the six percent (6%) contribution to their PERS/OPSRP IAP employee accounts.

### **C. Paydays**

The regular paydays for employees covered by this contract shall be the last business day of the calendar month, with the exception of December, which will be the last working day of the month. The first salary payment of the school year (end of August check) shall be made on the day educators report for duty. Simultaneous payment for the months of June and July will be made only when there is a written agreement with the individual educator that has been submitted to the District prior to the educator's first day of work. Monthly payment for June and July will be by mail or direct deposit on the last business day of the calendar month or in person, upon request.

### **D. Payment for Voluntary Assignments**

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

### **E. Curriculum Rate of Pay**

Approved work and activities, outside the regular school day will be paid at the employee's per diem rate (See Appendix A).



**F. Retirement Notification Payment**

Eligible educators who retire during the life of this contract, and who notify the district in writing of their intent to retire by January 15<sup>th</sup> of their last working year, will receive a lump sum salary increase of one percent (1%).

**G. Payroll Errors**

In the event the District believes that it has overpaid an employee, it will first send a written notice to the employee advising the employee of the amount of the error, the reason for the error, and a suggested repayment schedule. A copy of the notice will be provided to the Union. The suggested repayment schedule shall not require a repayment of more than \$500 per paycheck, except in the event of a single extraordinary overpayment, which will be repaid immediately. The employee will be given three options:

- a. Accept the proposed repayment schedule;
- b. Propose an alternative repayment schedule; or
- c. Reject the repayment schedule.

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

**Article 19 - Extra Duty/Extended Year**

**A. Extra Duty/Extended Year Compensation**

Extra duty/Extended Year position reflects a percentage of the base salary of the licensed staff salary schedule (Appendix A) and extra duty compensation, at each position, will be adjusted in succeeding years as the base salary of the licensed staff salary schedule is adjusted. Extended Year personnel shall be compensated at their daily per diem rate.

**B. Additions, Deletions, or Changes to Extra Duty/Extended Year Positions**

Recommendations for additions, deletions or changes in classification of extra duty personnel and extended year personnel may be made to the Board by the Labor Relations Committee when participation warrants such a change.

**C. Recommendation for Additional Experience Ratings**

Additional experience ratings of personnel may be recommended to the Labor Relations Committee. Experience ratings for extra duty will be based on:

- 1. Contracted years paid in a specified field in public/private school situation;
- 2. Actual experience in a specified area not related to public/private schools;
- 3. Any practical experience deemed advantageous to an activity, sport or program.

**D. Extra Duty Contracts**

Extra duty contracts will be offered, in writing, whenever possible, prior to May 15 preceding the school year. These contracts, if accepted, shall be returned not later than May 23. Extra duty position openings in the District will be described by written notice and e-mailed to all District

staff. Educators new to the District who are to be given extra duty contracts will be given their contracts simultaneously with their teaching contracts, if known.

**E. Extra duty Payment Options**

The District will provide a choice of the following pay options for licensed employees in extra duty assignments (The licensed employee must choose an option for each extra duty assignment at the time the extra duty contract is signed.):

1. Option A: A total lump sum payment upon completion of the extra duty, to be paid in conjunction with the employee's regular paycheck, as follows:

<b>Assignments</b>	<b>Payment</b>
Fall	November
Winter	March
Spring & Year-Long	May

2. Option B: Payments amortized over the remaining fiscal year of the contract. The first payment shall be made the next pay period, provided the extra duty contract is signed and received at least fifteen (15) calendar days prior to payday. If the CEA member fails to fulfill their extra duty, they shall be responsible for reimbursing the District for unearned benefits.

**F. Right to Cancel, Add, or Not Fill**

The Board reserves the right to cancel, add or not fill any positions, or the amount or portion thereof, stated in these schedules for extra duty.

**G. Salary Schedule**

The Extra Duty/Extended Year Contract Salary Schedule is contained in Appendix B.

**Article 20 - Leaves of Absence**

**A. Sick Leave**

1. Sick leave means absence from duty because of illness or injury of an educator or a member of their immediate family, as defined in Section F of this Article, and shall be allowed at a rate of ten (10) days during each school year. Sick leave in excess of five (5) consecutive school days shall be verified upon request of the Superintendent, by certificate of the educator's attending physician or practitioner that illness or injury prevents the educator from teaching. The educator must work at least one (1) day on the job in the new working year before sick leave credit for the ten (10) days will be given.
2. Sick leave not taken shall accumulate and may be transferred from other Oregon districts to a maximum of seventy-five (75) days at a rate of not more than ten (10) days per year of employment outside the District after the educator has completed thirty (30) working days in the District. These provisions are not in addition to sick leave outlined in ORS 342.595.
3. The District and the CEA, through the Labor Relations Committee, will explore both taxable and non-taxable possibilities of cashing out unused sick leave.

**B. Worker's Compensation**

Employees will suffer no loss in pay or benefits as a result of workplace illnesses and injuries, including the first three (3) days absence not compensated by Workers' Compensation payments.

If a Worker's Compensation claim is denied, the District may deduct the first three (3) days of absence from the employee's sick leave or pay if the employee has exhausted all sick leave.

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

**C. Personal Discretionary Leave**

1. Three (3) days paid personal discretionary leave will be granted each year. Up to two (2) personal discretionary leave days may be carried over per year. Employees may not have more than five (5) accrued personal discretionary leave days or may use more than five (5) personal discretionary leave days per year.
2. Unused personal discretionary leave days will either be automatically converted to sick leave on the last working day of each school year or received as pay for any portion of the unused personal days. If an educator chooses to receive pay for any portion of the unused personal days: (a) they must declare their election in writing to the District Business office by May 25, (b) they will receive one hundred twenty-five dollars (\$125) per day for each day claimed, and (c) once the declaration is made, the days are non-retrievable as personal discretionary leave days, therefore days taken after May 25<sup>th</sup> shall be charged as leave without pay.
3. Educators who do not choose to receive pay for their unused days may use any portion of their personal leave after May 25<sup>th</sup>. If the personal leave is denied by administration, then the requested days shall be converted to sick leave, or, at the educator's election, paid at the rate of one hundred twenty-five (\$125) per day. Such election must be declared to the District Business office by June 20, and shall be paid in the next payroll cycle.

**D. Family Medical Leave**

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

**E. Sabbatical Leave**

Upon approval, sabbatical leave may be allowed after seven (7) years in the District for one (1) year's leave of absence for professional study at one-half (1/2) of the appropriate contract salary and one-half (1/2) payment of insurance benefits, payable on a monthly basis. A maximum of two (2) persons will be eligible per year. Persons granted this leave must agree to return to the District and remain in the District for not less than two (2) years, or must refund the salary paid during the absence. The employee will furnish a bond guaranteeing the District's money in case the requirement of two (2) years in the District is not met. All other benefits shall not accrue during this leave of absence. Upon approval of both the District and the Association, sabbatical leave may be allowed after seven (7) years in the District for two (2) years' leave of absence for professional study, if the educator is accepted into an accredited graduate program which requires at least two (2) years for completion. If the educator agrees to use the two-year sabbatical for the completion of such a program, they shall agree to return to the District after such a sabbatical and remain for not less than four (4) years, or shall refund the salary paid during the absence. As in a one-year sabbatical, the District will provide one-half of the appropriate contract salary and one-half payment of insurance benefits, payable on a monthly basis. All other benefits shall not accrue during this leave of absence. A maximum of two (2) persons will be eligible for sabbatical leave from the District, whether for one or two years, at any one time.

**F. Bereavement Leave**

Bereavement leave with full pay shall be allowed up to a maximum of five (5) days for each death in the immediate family during any school year within thirty (30) calendar days from the first day of leave. Definition of immediate family is as follows: Spouse, children, grandchildren or grandparents of the employee or spouse, mother, father, former guardian, brother or sister of the employee or spouse, or any person who resides with, or is the legal responsibility of, the employee. Exceptions for special circumstances may be granted by the Superintendent, whose decision shall be final and binding, and shall be non-precedent setting.

**G. Jury Duty**

Employees summoned for jury duty will be paid their regular salary, less the amount paid the employee by the court, with the exception of mileage fees.

**H. Court Duty**

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

**I. Unpaid Leaves**

Other unpaid leaves will be granted at the discretion of the Superintendent.

**Article 21- Sick Leave Donation**

**A. Eligibility and Conditions**

Any educator may, at their discretion, donate not more than four (4) days of their accumulated sick leave to a fellow educator who has exhausted their own sick leave. The total of such donated sick leave shall not exceed the number of sick leave days accrued by the recipient at the beginning of the school year, nor shall more than thirty (30) days of sick leave be donated for this purpose to a single recipient during a current school year. The thirty (30) day limit shall be prorated accordingly for part time educators. (Example: A 62.5 percent employee would be eligible for  $.625 \times 30 = 18.75$  days of donated sick leave or portion thereof depending upon accumulation at the beginning of the school year.)

**B. Procedure**

All donations shall come from currently accumulated sick leave of the donor and donated sick leave days shall be re-accumulated by the donor at the usual rate as specified by this Agreement. The donor and the recipient shall have no later than five (5) working days after the recipient returns to work to notify the Business office of the requested sick leave transfer on forms provided by the District.

**C. Other Forms of Transferable Leave**

No other forms of leave are transferable under this Agreement.

**D. Liability**

The Association agrees to hold the District harmless against any and all claims, suits, orders or judgments brought against the District as a result of the provisions of this Article. The District

agrees to notify the Association promptly of any claim and to cooperate with the Association and its designated counsel in the defense of any claim.

## **Article 22 - General Provisions**

### **A. Separability**

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

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

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

### **C. Management Rights**

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

### **D. No Strike**

During the terms of this Agreement, neither the Association nor its members will participate in a strike, slowdown or withholding or reduction of services against the District. In the event of a violation of this provision by the Association or any of its members, the District may discipline and/or discharge any individual involved in such activities.

### **E. No Lockout**

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

### **F. Labor Relations Committee**

1. The District and the Association shall form and maintain a joint Labor Relations Committee for the purpose of increasing and improving communications and relationships.
2. Both the District and the Association shall be equally represented. Three (3) representatives shall be appointed by the CEA Board, (Including the CEA President and one (1) representative from each building) and three (3) representatives shall be selected by the Superintendent, one of the representatives being the Superintendent.
3. The Superintendent and the CEA President shall establish the committee's meeting schedule no later than September 30th to include at least one meeting every quarter. Additional meetings may be scheduled as needed.

**G. Recognition**

The parties to this agreement recognize that revenue to fund the compensation provided by this agreement must be approved by established budget procedures and appropriated by the state Legislature and, in certain circumstances, by vote of the citizens. All District operations are contingent upon adequate sources of revenue.

**Article 23 - Duration of Agreement**

**A. Term of Agreement**

This Agreement shall be effective upon ratification and shall remain in effect until June 30, 2026, subject to the Association's right to negotiation over a successor agreement as provided in Article 2. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

**B. Other Conditions**

The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the right and opportunity to bargain with respect to wages, hours and other terms and conditions of employment. Therefore, the omission of any reference to any aspect, which was the subject of negotiations, is intended to be a waiver of the right to bargain with respect to those subjects during the term of this Agreement.

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

Charlie N. Sittloh  
\_\_\_\_\_  
ASSOCIATION PRESIDENT

\_\_\_\_\_  
BOARD CHAIRMAN

Aug 22, 2023  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## APPENDIX A - 2023-2024 CERTIFIED SALARY SCHEDULE

Step	BA	BA+24	BA+45	BA+74	MA+0	MA+30	MA+45
1	\$48,046	\$49,808	\$51,565	\$53,324	\$55,086	\$56,843	\$58,601
2	\$49,970	\$51,730	\$53,486	\$55,246	\$57,006	\$58,765	\$60,522
3	\$51,896	\$53,652	\$55,413	\$57,168	\$58,926	\$60,688	\$62,445
4	\$53,814	\$55,574	\$57,334	\$59,090	\$60,848	\$62,609	\$64,367
5	\$55,737	\$57,496	\$59,253	\$61,011	\$62,770	\$64,530	\$66,290
6	\$57,660	\$59,418	\$61,177	\$62,936	\$64,692	\$66,451	\$68,208
7	\$59,583	\$61,341	\$63,098	\$64,854	\$66,616	\$68,374	\$70,134
8	\$61,500	\$63,262	\$65,019	\$66,777	\$68,536	\$70,296	\$72,055
9	\$63,426	\$65,185	\$66,943	\$68,698	\$70,457	\$72,219	\$73,976
10	\$65,348	\$67,102	\$68,866	\$70,624	\$72,380	\$74,140	\$75,897
11	\$67,271	\$69,025	\$70,786	\$72,545	\$74,303	\$76,059	\$77,821
12	\$69,192	\$70,951	\$72,707	\$74,466	\$76,224	\$77,983	\$79,743
13	\$71,114	\$72,871	\$74,631	\$76,389	\$78,149	\$79,905	\$81,663
14	\$73,032	\$74,796	\$76,552	\$78,309	\$80,068	\$81,827	\$83,586
15	\$74,956	\$76,714	\$78,474	\$80,230	\$81,989	\$83,748	\$85,508
16				\$82,152	\$83,911	\$85,671	\$87,429

## APPENDIX A – 2024-2025 CERTIFIED SALARY SCHEDULE

Step	BA	BA+24	BA+45	BA+74	MA+0	MA+30	MA+45
1	\$49,488	\$51,302	\$53,112	\$54,924	\$56,739	\$58,548	\$60,359
2	\$51,470	\$53,282	\$55,090	\$56,903	\$58,717	\$60,528	\$62,337
3	\$53,452	\$55,261	\$57,075	\$58,883	\$60,694	\$62,508	\$64,318
4	\$55,429	\$57,241	\$59,054	\$60,863	\$62,674	\$64,487	\$66,298
5	\$57,410	\$59,220	\$61,030	\$62,841	\$64,653	\$66,465	\$68,278
6	\$59,390	\$61,200	\$63,012	\$64,824	\$66,633	\$68,445	\$70,254
7	\$61,371	\$63,181	\$64,991	\$66,800	\$68,615	\$70,426	\$72,238
8	\$63,345	\$65,159	\$66,969	\$68,780	\$70,592	\$72,405	\$74,216
9	\$65,329	\$67,140	\$68,951	\$70,759	\$72,571	\$74,386	\$76,195
10	\$67,309	\$69,116	\$70,932	\$72,743	\$74,552	\$76,365	\$78,173
11	\$69,290	\$71,096	\$72,909	\$74,721	\$76,532	\$78,341	\$80,155
12	\$71,268	\$73,079	\$74,888	\$76,700	\$78,511	\$80,323	\$82,135
13	\$73,248	\$75,058	\$76,870	\$78,681	\$80,494	\$82,303	\$84,112
14	\$75,223	\$77,039	\$78,848	\$80,658	\$82,470	\$84,282	\$86,093
15	\$77,205	\$79,016	\$80,828	\$82,637	\$84,449	\$86,261	\$88,073
16				\$84,616	\$86,428	\$88,241	\$90,052



## APPENDIX A – 2025-2026 CERTIFIED SALARY SCHEDULE

Step	BA	BA+24	BA+45	BA+74	MA+0	MA+30	MA+45
1	\$51,962	\$53,867	\$55,767	\$57,670	\$59,576	\$61,475	\$63,377
2	\$54,043	\$55,946	\$57,845	\$59,749	\$61,652	\$63,554	\$65,454
3	\$56,125	\$58,024	\$59,929	\$61,827	\$63,729	\$65,634	\$67,534
4	\$58,200	\$60,103	\$62,007	\$63,906	\$65,807	\$67,711	\$69,613
5	\$60,280	\$62,182	\$64,082	\$65,983	\$67,886	\$69,789	\$71,692
6	\$62,360	\$64,260	\$66,163	\$68,065	\$69,965	\$71,867	\$73,767
7	\$64,439	\$66,340	\$68,240	\$70,140	\$72,046	\$73,947	\$75,850
8	\$66,513	\$68,417	\$70,318	\$72,219	\$74,122	\$76,026	\$77,927
9	\$68,596	\$70,497	\$72,399	\$74,297	\$76,199	\$78,105	\$80,005
10	\$70,674	\$72,571	\$74,478	\$76,380	\$78,279	\$80,183	\$82,082
11	\$72,754	\$74,651	\$76,555	\$78,457	\$80,359	\$82,258	\$84,163
12	\$74,831	\$76,733	\$78,632	\$80,535	\$82,436	\$84,339	\$86,242
13	\$76,910	\$78,810	\$80,713	\$82,615	\$84,518	\$86,418	\$88,318
14	\$78,984	\$80,891	\$82,791	\$84,691	\$86,594	\$88,496	\$90,398
15	\$81,065	\$82,967	\$84,869	\$86,769	\$88,671	\$90,574	\$92,476
16				\$88,847	\$90,750	\$92,653	\$94,555
17				\$90,934	\$93,012	\$94,571	\$96,650

## APPENDIX B - Extra Duty/Extended Year Salary

Extra Duty Positions:

Extra duty positions will be paid at a percentage of the base salary as follows:

Level	Step							
	0	1	2	3	4	5	6	7
A	9.00%	9.50%	10.00%	10.50%	11.00%	11.50%	12.00%	12.50%
B	7.25%	7.50%	7.75%	8.00%	8.25%	8.50%	8.75%	9.00%
C	5.75%	6.00%	6.25%	6.50%	6.75%	7.00%	7.25%	7.50%
D	4.30%	4.40%	4.50%	4.60%	4.70%	4.80%	4.90%	5.00%
E	\$800 Stipend per activity							

- A Head Coaches - High Schools  
Baseball, Basketball, Cheer, Football, Instrument & Vocal, Leadership, Soccer, Softball, Track, Volleyball, Wrestling, Cross Country
- B Drama, Forestry, MS Leadership
- C Journalism, Yearbook
- D Baseball (JV), Basketball (JV), Cheer (JV), Cross Country (Boys/Girls/JV), Football (JV), MS Drama, Aspire Coordinator Soccer (JV), Track (Boys/Girls), Volleyball (JV), Wrestling (Boys/Girls (JV), Outdoor School Coordinator
- E MS Basketball, MS Cross Country, MS Football, MS Track, MS Volleyball, MS Wrestling, and any sport that adds a 3<sup>rd</sup> team or has over 30 participants.  
Outdoor School Teacher
- F High School Athletic Director and Dean of Students are twenty percent (20%) of the base salary.

Extended Year Positions:

Extended year positions will receive the additional per diem days as follows:

- Secondary Counselor: Seven (7) Days, Elementary Counselors: Four (4) Days
- Special Ed. Educators: Two (2) Days
- Kindercamp Teacher: Five (5) Days
- Title Coordinator: Ten (10) Days
- ELD Coordinator: Ten (10) Days

Any positions that are not currently being filled are excluded from the above schedule. The addition of any new positions or an adjustment on the percentages shall be the responsibility of the Labor Relations Committee, as it has in the past.

**Appendix C - Grievance Form**  
**Clatskanie School District**

Name of Grievant: \_\_\_\_\_

Date of Filing: \_\_\_\_\_ Representative: \_\_\_\_\_

Level I

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

\_\_\_\_\_  
\_\_\_\_\_

1. Statement of Grievance:

\_\_\_\_\_  
\_\_\_\_\_

2. Action Requested:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B. Disposition by Immediate Supervisor:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Supervisor

\_\_\_\_\_  
Date

C. Position of Grievant and/or Association:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

Level II

A. Date Received by Superintendent or Designee: \_\_\_\_\_

B. Disposition by Superintendent of Designee: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent/Designee                      Date

C. Position of Grievant and/or Association: \_\_\_\_\_ - \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant    Date


Level III

A. Date Submitted to the School Board: \_\_\_\_\_

B. Disposition by the School Board: \_\_\_\_\_

C. Position of Grievant and/or Association: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Signature:   
Charlie N. Stittloh (Aug 22, 2023 13:05 PDT)

Email: csittloh@csd.k12.or.us

Signature:

Email: