

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

2026-2029

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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. The first contractual work date means the first day the employee completes work for the District. This includes but is not limited to summer school and summer extra duty.
 - 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 a 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.

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 five (5) working days prior to the position being filled.
2. Educators wishing to fill a posted vacancy or to transfer to another assignment may apply through the District's job application system for a vacancy. Qualified candidates shall be provided an interview.
3. If an employee who was not selected for a vacancy and wishes to receive feedback, they may submit a request to the supervisor. The supervisor will provide feedback intended to support the employee's professional growth and development as a future candidate. The supervisor will determine the appropriate method for providing the feedback, which may include written communication or a meeting. An employee who requests a meeting for direct feedback about not being selected for a position shall receive an in-person meeting about the reason for them not getting selected.
4. A list of all vacancies which occur from June 1 to August 31 will be emailed to all educators. No such vacancy shall be filled within ten (10) calendar days of the email date.
5. 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 the 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 Principal 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 an 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 pay period.

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. Preparation time for part-time educators shall be pro-rated in alignment with their FTE.
2. If a bargaining unit member is required by the District to substitute for another bargaining unit member during their preparation period, the substituting teacher shall be compensated at a rate equivalent to fifty dollars \$50 per hour, prorated in fifteen (15) minute increments for each period of coverage. 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.

When a bargaining unit member is assigned by the District to provide coverage for an unfilled position beyond a single preparation period due to the unavailability of a substitute, the employee shall be compensated based on the Oregon Department of Education (ODE) published substitute teacher daily rate for the applicable school year, prorated to reflect the actual time worked.

Such assignments must be pre-approved by the District and shall be compensated only for time actually worked and documented.

The District recognizes that extended coverage may impact an educator's ability to complete regular duties during the workday. Supervisors will make reasonable efforts to provide flexibility within the workday to support completion of those duties.

This provision applies only to extended coverage situations and does not apply to routine substitute coverage during a preparation period, which

shall be compensated in accordance with the substitute coverage provisions in 13.2.

3. In the event of a District-approved adoption of new core curriculum, the District shall provide training to affected staff. The District will utilize existing contracted professional development time, including the designated in-service day at the beginning of the school year and early release professional development time, to support curriculum training whenever possible.

If additional training time beyond the contracted work year is required by the District, participation shall be compensated at the educator's per diem or hourly equivalent rate, not to exceed eight (8) hours per subject area per adoption, as approved in advance by the District.

During the school year, the District may provide training through release time, substitute coverage, or other equivalent compensation, as determined by the District.

For the purposes of this section, "new curriculum adoption" shall mean the District-wide adoption of a new core instructional program, and shall not include supplemental materials, pilot programs, or routine updates.

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>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 \$35 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.
3. The District shall make every effort to equally distribute students and shall make every effort not to exceed the following class maximums for core courses as defined in 13.5:
 - a. Kindergarten- 22
 - b. Grade One (1): 23
 - c. Grades Two (2) and Three (3): 25
 - d. Grades Four (4), Five (5), and Six (6) 27
 - e. Grades Seven (7) and Eight (8) 32
 - f. Grades Nine (9) Through Twelve (12) a total of 180 across core content areas
4. In addition to the above mentioned guidelines, the following should also be considered in determining class size:
 - a. Total enrollment in teacher's daily schedule.
 - b. Class requirements and prerequisites.
 - c. Equipment and/or material available to the teacher and/or students.

5. 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.
6. 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.
7. The district will make every effort to minimize the number of courses with separate preps.
8. 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.
9. The District will ensure that there will be sufficient seats, desks, computers, stations, etc. for the number of students in a class.

H. Special Education Resources

1. The District shall provide access to appropriate support services, including counselor, school psychologist, speech-language pathologist, occupational therapist, nurse, and Special Education educator supports, as necessary to meet the needs of students and to comply with applicable state and federal laws.

Staffing levels, assignments, and allocation of resources shall be determined by the District based on student needs, program requirements, and available resources.

2. The District shall make reasonable efforts to provide a dedicated, confidential workspace for employees whose assignments require confidentiality.

If a dedicated office or classroom is not available, the District shall provide access to an appropriate confidential space, as needed, to ensure that confidential work tasks and services may be performed in compliance with applicable privacy requirements.

The location and scheduling of such space shall be determined by the District based on facility availability and operational needs.

3. The District shall provide Special Education educators with reasonable access to instructional, academic, and intervention materials necessary to support the students they serve.

Access shall be provided in alignment with the educator's assignment and student needs, and may include classroom-based materials, intervention resources, and student materials, as appropriate.

The method of access, including whether materials are shared, digital, or otherwise provided, shall be determined by the District. The District is not required to duplicate or provide individual copies of materials beyond those reasonably necessary to support instruction and services.

I. Physical Environment

1. The District will comply with applicable state and federal laws and regulations related to pertaining to environmental conditions, and workplace safety.
2. Bargaining unit members may report health or safety concerns in accordance with District procedures. The District shall make reasonable efforts to review reported concerns and provide updates to the site administrator and affected staff within a reasonable timeframe, based on the nature and urgency of the concern.
3. When the District conducts or commissions a study related to environmental quality, the District shall share relevant findings with the site administrator, who will communicate appropriate information to affected staff in a timely manner, consistent with applicable laws and guidance.
4. When facility conditions impact the learning or work environment, including loss of electrical power, running water, or extreme temperatures (no lower than 68 degrees and no higher than 78 according to OSHA), the District shall make reasonable efforts, within available resources, to implement mitigation measures. Such measures may include, but are not limited to, temporary equipment (e.g., fans, portable heating/cooling units), schedule adjustments, or relocation of instruction when feasible.
5. When conditions cannot be fully mitigated, the District shall determine appropriate next steps based on student safety, operational needs, and available resources, and will communicate those decisions to staff as promptly as practicable.

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.

The last instructional day before winter break and the final instructional day of the school year shall be half-day student contact days, with educator work expectations to be defined by the District.

Educators shall be required to work two (2) evening events each school year for a total of four (4) hours of evening activities. The specific dates and purposes of evening events shall be determined by the District and communicated to educators in advance.

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. Student Conduct Procedures

1. Student Conduct Plan

Each school shall maintain and communicate a student conduct plan that includes student conduct supports, behavioral response systems, and classroom removal procedures consistent with District policy and applicable law.

Building administrators shall make best efforts to identify staff members available to assist when an administrator is temporarily unavailable.

The student conduct plan will be developed in collaboration with the school leadership team. All school staff shall have the opportunity to provide feedback regarding the Student Conduct Plan and behavioral support systems. Staff shall review and discuss this plan during pre-service week. All staff, including administrators, shall be expected to follow the student conduct plan. This plan will be implemented when students arrive.

The District retains its management rights and CEA members retain their right to negotiate mandatory topics under the PECBA. All Members will be trained on safety procedure changes before they're implemented.

2. Extreme Student Disruption and Imminent Threat

A bargaining unit member may request administrative or behavioral support when, in the employee's judgment, a student's behavior poses a threat to the safety of students or staff or substantially disrupts the learning environment.

Student removal from the classroom shall occur in accordance with District policy, applicable law, and building behavioral response procedures.

When an administrator/designee determines the student will return to class, they will provide information to the bargaining unit member as outlined in the student conduct plan.

When support is requested, the District shall make best efforts to provide assistance as soon as practicable.

3. Room Clears

In accordance with the student conduct plan, in situations involving significant safety concerns or behavioral crises, a staff member may perform a room clear,

and request administrative or behavioral support in accordance with District safety procedures and building response protocols.

The District shall make best efforts to provide assistance as soon as practicable based on the circumstances, staffing availability, and operational needs.

Following a significant behavioral incident, the District will provide reasonable support to address the learning environment and facilitate continuation of instruction, which may include:

- temporary staff assistance,
- administrative support,
- behavioral support personnel,
- or other appropriate interventions.

Behavioral crisis responses, including any classroom evacuation or student removal procedures, shall be implemented in accordance with District safety procedures and applicable law.

4. Administrative Support

a. Behavioral Referrals

Bargaining unit members may report student conduct concerns using District-approved reporting procedures or electronic systems.

The school administrator will work in collaboration with the school leadership team to develop referral procedures and forms. Referral forms may vary by school level and may be revised by the District based on operational needs.

Administrators or designees shall make reasonable efforts to review and address reported student conduct concerns in a timely manner consistent with District policy, applicable law, and confidentiality requirements.

Administrators or designees shall communicate with the referring bargaining unit member regarding the status or resolution of the referral as outlined in the student conduct plan.

b. Follow-up Support

Following a significant behavioral incident or student removal, a bargaining unit member or administrator may request a follow-up meeting

to support the student's successful return to the learning environment and promote productive relationships among impacted individuals.

When appropriate, the District shall make reasonable efforts to facilitate communication among relevant staff, the student, and the parent or guardian, consistent with operational needs and confidentiality requirements.

The format, participants, timing, and facilitation of any follow-up meeting shall be determined by the administrator or designee.

B. Removal of Students from the Classroom

1. A student may be removed from a classroom by an educator when a student seriously disrupts the orderly educational process, as defined by the Student Conduct Plan. Any such removal shall be conducted in accordance with applicable Oregon statutes and administrative rules.
2. If an educator disagrees with a decision regarding the reinstatement of a student to the educator's classroom, the educator may address the concern through the grievance procedure outlined in Article 3 of this Agreement.

Nothing in this section shall limit the District's authority regarding student discipline, placement, supervision, or educational programming.

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. There shall be a professional development fund of five thousand dollars (\$5,000) for district staff development. These funds shall be used for professional workshops, conferences, and meetings approved in advance by the educator's supervisor. Funds shall be distributed on a first-come, first-served basis and may only be used for event registration costs.
2. 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.
3. Educators receiving reimbursement or advance payment under this provision must provide documentation of attendance upon completion of the event. Acceptable documentation may include a certificate of completion, proof of participation, or other verification from the event provider.

Failure to provide documentation of attendance within thirty (30) days of the event may result in denial of reimbursement or recovery of funds previously paid by the District.

B. Safety Training

1. Each Bargaining Unit Member shall have the option to take Safety Care or equivalent training during each school year.

C. Tuition Reimbursement

1. **District Required Graduate Coursework.** If the District 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 the 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. **Graduate Tuition Reimbursement.** 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.

D. Additional Tuition Support for Positions of Need

Whereas, the District and the Association agree that the District faces ongoing challenges in filling certain positions due to shortages or areas of specific need; and whereas, providing additional support for professional licensure and endorsements serves the instructional and operational needs of the District;

a. Purpose and Eligibility

To address staffing needs in identified areas, the District may, at its discretion, provide additional tuition support to selected bargaining unit members to complete coursework required to obtain licensure or endorsements necessary to fill positions of need within the District.

b. Scope of District Support

In addition to the tuition reimbursement provided under Article 16, Section B, the District may provide supplemental tuition assistance, including payment for required coursework, textbooks, and associated fees, when approved by the Superintendent.

Once a member has exhausted their available contractual tuition reimbursement under Article 16.B, the District may, upon Superintendent approval, provide additional tuition reimbursement necessary to complete the approved licensure or endorsement program. Such reimbursement shall align with the provisions of Article 16, Subsection B.1, including advance payment of tuition directly to the college or university.

c. Service Commitment

If, during or following completion of the approved program, a member is hired into a designated position of need, the member agrees to remain employed in that position for a minimum of three (3) years. The District reserves the right to waive this service commitment at its sole discretion.

d. Repayment Obligation for Voluntary Separation

If a member voluntarily leaves the position of need before completing the three-year commitment, the member shall reimburse the District for tuition costs exceeding the amounts that would have been paid under Article 16.B, according to the following schedule:

- One (1) year of service completed: reimbursement of sixty-six percent (66%) of applicable costs;
- Two (2) years of service completed: reimbursement of thirty-three percent (33%) of applicable costs;
- More than two (2) years but less than three (3) years of service completed: reimbursement of ten percent (10%) of applicable costs;

- Three (3) or more years of service completed: no reimbursement required.
- e. Involuntary Separation
In the event a member is involuntarily separated from the position of need, the member shall have no obligation to reimburse the District for expenses incurred under this program.

E. 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.

F. 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.

If the licensed employee is on paid or unpaid leave for a disciplinary investigation at the time the required documentation is received by the District, the salary adjustment shall become effective on the next pay period following the employee's return to active employment.

Salary adjustments for earned professional training or credits shall be retroactive only to the date the documentation was earned and shall not apply to periods prior to the employee's leave date.

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 OEBB 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 2026-2027 insurance contract year, the district's monthly contribution toward insurance shall be the greater of \$2,000 or the contribution as outlined in paragraph A1 above.
3. For the 2027-2028 insurance contract year, the district's monthly contribution toward insurance shall be the greater of \$2,050 or the contribution as outlined in paragraph A1 above.
4. For the 2028-2029 insurance contract year, the district's monthly contribution toward insurance shall be the greater of \$2,100 or the contribution as outlined in paragraph A1 above.
5. Contingent upon the employee selecting a qualifying High Deductible Health Plan (HDHP) and enrolling with the District-approved Health Savings Account (HSA) vendor, the District shall make a monthly contribution to the employee's HSA in an amount equal to the difference between the insurance allowance and the premium, not to exceed applicable legal limits, for each month of active employment.

The District shall not make HSA contributions for any period prior to the employee's completed enrollment with the District-approved HSA vendor. The District's obligation to make HSA contributions shall begin only after enrollment is completed and all required documentation has been received and processed.

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-C.

Effective the first pay period of the 2026-2027 contract year, salaries shall increase by two and a half percent (2.5%) over the rates in effect for the 2026-2027 contract year.

Effective the first period of the 2027-2028 contract year, salaries shall increase by three percent (3%) over the rates in effect for the 2027-2028 contract year. In addition, a new Step 18 will be added to the Salary Schedule.

Effective the first period of the 2028-2029 contract year, salaries shall increase by three and a half percent (3.5%) over the rates in effect for the 2028-2029 contract year.

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 15th 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, and Stipend Assignments

A. General Provisions

Extra duty, extended year, and stipend assignments may be assigned by the District in accordance with operational needs. Compensation for such assignments shall be identified in Appendix D.

Extra duty assignments compensated as a percentage of the licensed salary schedule (Appendix A) shall automatically adjust when the licensed salary schedule is adjusted.

Extended year assignments shall be compensated at the employee's regular per diem or hourly equivalent rate, as applicable.

Compensation under this Article and Appendix is contingent upon satisfactory performance of assigned duties.

B. Recommendations for Additions or Changes

Recommendations for additions, deletions, or changes in classification of extra duty, extended year, or stipend assignments may be made to the Superintendent through the Labor Relations Committee.

Recommendations for additional experience ratings for extra duty assignments may also be submitted to the Labor Relations Committee. Experience ratings may be based upon:

1. Contracted years of experience in a specified field in a public or private school setting;
2. Relevant experience outside of public or private schools; and/or
3. Practical experience deemed advantageous to the activity, sport, or program.

C. Assignment Categories

1. Year-Round Extra Duty Assignments:

Year-round extra duty assignments are assignments involving ongoing responsibilities throughout the school year and are compensated as a percentage of the employee's base salary or through a fixed annual stipend, as identified in Appendix D.

2. Activity-Based Extra Duty Assignments:

Activity-based extra duty assignments are assignments tied to a defined season, activity, or event and are compensated upon completion of the assignment, as identified in Appendix D.

3. Extended Year Assignments:

Extended year assignments are assignments requiring additional work outside the regular contracted work year or workday and are compensated based upon approved time worked or substitute release utilized.

4. Stipend Assignments:

Stipend assignments are fixed compensation assignments intended to compensate employees for ongoing duties or responsibilities identified by the District.

D. Assignment Contracts

Year-round extra duty assignments shall be offered, whenever possible, prior to May 15 preceding the school year and shall be returned no later than May 23 if accepted.

Educators new to the District who receive year-round extra duty assignments shall receive those assignments simultaneously with their teaching contracts, if known.

Athletic and other activity-based extra duty openings shall be posted by written notice and distributed electronically to District staff. Athletic extra duty contracts shall, whenever possible, be offered prior to the start of the season and shall be for a term of two (2) years.

All other activity-based extra duty assignments shall, whenever possible, be offered at least one (1) month prior to the start of the assignment.

The Superintendent reserves the right to add, cancel, reduce, or not fill any extra duty, stipend, or extended year assignment.

E. Leave Impact on Assignments

An educator on paid or unpaid leave shall not receive compensation for extra duty, stipend, or extended year assignments during periods in which the educator is not actively performing the assigned duties.

Compensation may be prorated, reduced, or discontinued when duties are not performed due to leave or non-completion of the assignment. Employees may be required to reimburse the District for any unearned portion of compensation previously paid.

F. Compensation and Payment

1. Year-Round Assignments and Stipends:

Year-round extra duty assignments and year-round stipends shall be annualized and paid in equal installments over the remaining fiscal year beginning with the next regular payroll cycle following receipt of the signed assignment contract or stipend agreement.

2. Activity-Based Assignments:

Activity-based extra duty assignments, including athletic seasons and specific events, shall be paid in a lump-sum payment following completion of the assigned duties and in conjunction with the employee's regular paycheck.

Assignment Period	Payment Timeline
Fall (September–November)	November
Winter (December–February)	February
Spring (March–May)	May

3. Extended Year Assignments:

Extended year assignments shall be compensated only for approved time actually worked or substitute release utilized.

All additional work performed outside the regular workday or work year must be:

- Pre-approved by the supervisor;
- Documented on a District-approved form; and
- Submitted in accordance with District payroll procedures.

The District retains discretion to determine whether additional work shall be completed through compensated time or substitute release based on operational needs and available resources.

4. Specific Event Stipends:

Specific event stipends may be authorized by the Superintendent as operational needs arise.

G. Salary Schedule

Compensation rates and assignment classifications for extra duty, stipends, and extended year assignments are contained in Appendix D.

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. In the event an educator separates from the District having used more sick leave than they have earned or accrued at the time of separation, the District shall recover the value of the unearned sick leave. Recovery shall be made through payroll deduction from the educator's final paycheck, to the extent permitted by law, or through direct reimbursement by the educator if payroll deduction is insufficient or not legally permissible. Repayment obligations under this provision shall be calculated based on the educator's daily rate of pay at the time the leave was taken.

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 Business Leave

1. Three (3) days paid personal business leave will be granted each year. Up to two (2) personal business leave days may be carried over per year. Employees may not have more than five (5) accrued personal business leave days.
2. Bargaining unit members who have unused personal business leave days shall submit a completed District leave election form to the District Business

Office no later than May 25 indicating one or a combination of the following options for unused personal business leave days:

- A. Convert unused days to sick leave;
- B. Roll over up to two (2) unused personal business leave days to the following school year; and/or
- C. Receive payment of one hundred two hundred (\$200) per day for each unused day claimed.

D. 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.

E. Bereavement Leave

Bereavement leave with full pay shall be allowed up to a maximum of five (5) days within sixty (60) days of each death in the immediate family during an employee's work year. Definition of immediate family is as follows: spouse, children, stepchildren, grandchildren, grandparents or great-grandparents of the employee or spouse, mother, father, former guardian, brother or sister of the employee or spouse, brother or sister-in-law, aunts, uncles, nieces, nephews and any step relationship to the above mentioned or anyone who is the resident or legal responsibility of the employee. The Superintendent or their designee may grant additional leave.

F. Bereavement leave will be allowed for the early termination of pregnancy due to

the natural loss of a fetus. Definition of immediate family for this section will only include the employee's children and spouse or any relative who is the resident responsibility of the employee.

G. Jury Duty

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

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. Short-Term Unpaid Leave of Absence:

1. An employee must first exhaust all other appropriate leave balances to be eligible for unpaid leave days. An employee may request a Short-term Unpaid Leave provided a suitable replacement is available and the leave is neither disruptive to the operation, nor during either the first two (2) or the last two (2) weeks of the school year. However, in an emergency situation a waiver may be granted with the approval of the supervisor and Superintendent.
2. Unpaid leaves of up to three (3) days are approved by the principal or department administrator.
3. When the unpaid leave falls on either or both sides of a recess period or holiday, or is more than three (3) days, the unpaid leave must also be approved by the Superintendent.
4. Employees utilizing short term unpaid leave of absence will have their personal business and sick leave pro-rated proportionately to the duration of the unpaid leave and their contracted days.

Employees approved for short-term voluntary unpaid leave of absence who continue to receive the District insurance contribution or opt-out amount pursuant to Article 10.1 shall be responsible for the full cost of insurance premiums during the unpaid leave period.

When an employee exhausts all available paid leave balances and enters an unpaid status, the employee shall be responsible for insurance premiums, including both the employee and employer portions, for any unpaid days, to the extent permitted by law.

Insurance premium responsibility shall be prorated on a daily basis for each unpaid day. The District may collect premium amounts through payroll deduction when possible or by direct payment from the employee. Failure to remit required payments may result in discontinuation of coverage, subject to applicable notice requirements and state and federal law.

J. Sick Leave

There shall be a leave cash-out fund of five thousand dollars (\$5,000) available for bargaining unit members.

Pursuant to applicable statute, in January of the year following any year in which an employee has accumulated a minimum of sixty (60) days of unused leave, and each January thereafter, an eligible employee may elect to receive compensation for unused leave accumulated during the previous calendar year.

Compensation shall be paid at a rate equal to one (1) day of the employee's regular daily compensation for each eligible day cashed out in excess of sixty (60) accumulated leave days. The employee's leave balance shall be reduced by three (3) days for each one (1) day compensated.

No bargaining unit member may cash out more than three (3) days per year, and no employee may receive compensation for more than one (1) day of leave accumulated per month.

Funds shall be distributed on a first-come, first-served basis until the annual fund is exhausted.

Article 21- Sick Leave Donation

A. Eligibility and Conditions

Any educator may, at their discretion, can donate not more than five (5) days of their accumulated sick leave from prior school years to a fellow educator who has exhausted their own sick leave. Sick leave donated under this provision shall not include sick leave allocated or accrued during the current school year.

An educator who has exhausted all accumulated sick leave may receive donated sick leave. The total amount of donated sick leave received shall not exceed thirty (30) days in a 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

B. Procedure

The Association shall be responsible for receiving and reviewing sick leave donation forms. In the event that donated sick leave offered on behalf of a recipient exceeds the maximum allowable amount under this Article, the Association shall determine which donations will be accepted, not to exceed the applicable limit. The District shall not be responsible for allocating, prioritizing, or rejecting donated sick leave.

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, 2029, 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.

ASSOCIATION PRESIDENT

BOARD CHAIRMAN

Date

Date

Appendix A – 2026-2027 Certified Salary Schedule

2.5% Increase

Step	BA	BA+24	BA+45	BA+74	MA+0	MA+30	MA+45
1	\$53,261	\$55,214	\$57,161	\$59,112	\$61,065	\$63,012	\$64,961
2	\$55,394	\$57,345	\$59,291	\$61,243	\$63,193	\$65,143	\$67,090
3	\$57,528	\$59,475	\$61,427	\$63,373	\$65,322	\$67,275	\$69,222
4	\$59,655	\$61,606	\$63,557	\$65,504	\$67,452	\$69,404	\$71,353
5	\$61,787	\$63,737	\$65,684	\$67,633	\$69,583	\$71,534	\$73,484
6	\$63,919	\$65,867	\$67,817	\$69,767	\$71,714	\$73,664	\$75,611
7	\$66,050	\$67,999	\$69,946	\$71,894	\$73,847	\$75,796	\$77,746
8	\$68,176	\$70,127	\$72,076	\$74,024	\$75,975	\$77,927	\$79,875
9	\$70,311	\$72,259	\$74,209	\$76,154	\$78,104	\$80,058	\$82,005
10	\$72,441	\$74,385	\$76,340	\$78,290	\$80,236	\$82,188	\$84,134
11	\$74,573	\$76,517	\$78,469	\$80,418	\$82,368	\$84,314	\$86,267
12	\$76,702	\$78,651	\$80,598	\$82,548	\$84,497	\$86,447	\$88,398
13	\$78,833	\$80,780	\$82,731	\$84,680	\$86,631	\$88,578	\$90,526
14	\$80,959	\$82,913	\$84,861	\$86,808	\$88,759	\$90,708	\$92,658
15	\$83,092	\$85,041	\$86,991	\$88,938	\$90,888	\$92,838	\$94,788
16				\$91,068	\$93,019	\$94,969	\$96,919
17				\$93,207	\$95,337	\$96,935	\$99,066

Appendix B – 2027-2028 Certified Salary Schedule

3% Increase

Step	BA	BA+24	BA+45	BA+74	MA+0	MA+30	MA+45
1	\$54,860	\$56,869	\$58,875	\$60,884	\$62,897	\$64,902	\$66,910
2	\$57,056	\$59,062	\$61,065	\$63,073	\$65,079	\$67,086	\$69,089
3	\$59,253	\$61,257	\$63,267	\$65,270	\$67,278	\$69,288	\$71,291
4	\$61,446	\$63,455	\$65,465	\$67,468	\$69,476	\$71,486	\$73,493
5	\$63,641	\$65,648	\$67,653	\$69,660	\$71,668	\$73,676	\$75,685
6	\$65,837	\$67,842	\$69,851	\$71,859	\$73,864	\$75,871	\$77,876
7	\$68,032	\$70,039	\$72,044	\$74,050	\$76,064	\$78,071	\$80,078
8	\$70,221	\$72,232	\$74,241	\$76,249	\$78,260	\$80,271	\$82,279
9	\$72,420	\$74,427	\$76,436	\$78,440	\$80,449	\$82,462	\$84,468
10	\$74,616	\$76,619	\$78,632	\$80,641	\$82,647	\$84,658	\$86,658
11	\$76,811	\$78,814	\$80,825	\$82,833	\$84,841	\$86,844	\$88,852
12	\$79,004	\$81,012	\$83,018	\$85,027	\$87,034	\$89,043	\$91,052
13	\$81,200	\$83,206	\$85,216	\$87,224	\$89,233	\$91,239	\$93,246
14	\$83,390	\$85,402	\$87,409	\$89,415	\$91,424	\$93,431	\$95,438
15	\$85,587	\$87,594	\$89,602	\$91,607	\$93,614	\$95,623	\$97,631
16				\$93,800	\$95,809	\$97,817	\$99,826
17				\$96,002	\$98,145	\$99,795	\$101,988
18				\$97,922	\$100,108	\$101,791	\$104,028

Appendix A – 2028-2029 Certified Salary Schedule

3.5% Increase

Step	BA	BA+24	BA+45	BA+74	MA+0	MA+30	MA+45
1	\$56,780	\$58,859	\$60,936	\$63,015	\$65,098	\$67,174	\$69,252
2	\$59,053	\$61,129	\$63,202	\$65,281	\$67,357	\$69,434	\$71,507
3	\$61,327	\$63,401	\$65,481	\$67,554	\$69,633	\$71,713	\$73,786
4	\$63,597	\$65,676	\$67,756	\$69,829	\$71,908	\$73,988	\$76,065
5	\$65,868	\$67,946	\$70,021	\$72,098	\$74,176	\$76,255	\$78,334
6	\$68,141	\$70,216	\$72,296	\$74,374	\$76,449	\$78,526	\$80,602
7	\$70,413	\$72,490	\$74,566	\$76,642	\$78,726	\$80,803	\$82,881
8	\$72,679	\$74,760	\$76,839	\$78,918	\$80,999	\$83,080	\$85,159
9	\$74,955	\$77,032	\$79,111	\$81,185	\$83,265	\$85,348	\$87,424
10	\$77,228	\$79,301	\$81,384	\$83,463	\$85,540	\$87,621	\$89,691
11	\$79,499	\$81,572	\$83,654	\$85,732	\$87,810	\$89,884	\$91,962
12	\$81,769	\$83,847	\$85,924	\$88,003	\$90,080	\$92,160	\$94,239
13	\$84,042	\$86,118	\$88,199	\$90,277	\$92,356	\$94,432	\$96,510
14	\$86,309	\$88,391	\$90,468	\$92,545	\$94,624	\$96,701	\$98,778
15	\$88,583	\$90,660	\$92,738	\$94,813	\$96,890	\$98,970	\$101,048
16				\$97,083	\$99,162	\$101,241	\$103,320
17				\$99,362	\$101,580	\$103,288	\$105,558
18				\$101,349	\$103,612	\$105,354	\$107,669

Appendix D- Extra Duty, Extended Year, and Stipend Compensation Salary Schedule

A. Year-Round Extra Duty Assignments

(Percentage of Base Salary)

Position	Compensation Level
High School Leadership	Level A
High School Music Director (Instrumental & Vocal)	Level A
Forestry Teacher	Level B
High School Drama	Level B
Middle School Leadership	Level B
Journalism	Level C
Yearbook	Level C
Middle School Drama	Level D
Middle School Music Director	Level D
Dean of Students	Level F
High School Athletic Director	Level F

B. Activity-Based Extra Duty Assignments

(Percentage of Base Salary)

Position	Compensation Level
High School Head Athletic Coaches	Level A
High School Junior Varsity Athletic Coaches	Level D

Level A — Head Coaches (High School)

- Baseball
- Basketball
- Cheer
- Football
- Soccer
- Softball
- Track
- Volleyball
- Wrestling
- Cross Country

Level D — Junior Varsity / Activity Assignments

- Aspire Coordinator
- Baseball (JV)
- Basketball (JV)
- Cheer (JV)
- Cross Country (Boys/Girls/JV)
- Football (JV)
- Outdoor School Coordinator
- Soccer (JV)
- Softball (JV)
- Track (Boys/Girls)
- Volleyball (JV)
- Wrestling (Boys/Girls/JV)

C. Year-Round Stipend Assignments

Position	Compensation Level
District Translator	Level G
Indian Education Educator	Level G
Special Education Educator*	\$2,000 Annual Stipend

*(Fixed Annual Stipend)**Special Education stipends shall be prorated for employees working less than 0.75 FTE.

D. Additional Activity / Event Assignments

Position	Compensation Level
Middle School Basketball	Level E
Middle School Cross Country	Level E
Middle School Football	Level E
Middle School Track	Level E
Middle School Volleyball	Level E

E. Additional Work / Release Time Opportunities

Position	Additional Work / Release Time
Elementary Counselor/ Behavior Support Specialist	Up to five (5) additional days or forty (40) hours of substitute release time
ELD Coordinator	Up to ten (10) additional days or eighty (80) hours
ESY Teacher	Up to two (2) additional days or sixteen (16) hours
Kindercamp Teacher	Up to five (5) additional days or forty (40) hours
Nurse	Up to five (5) additional days or forty (40) hours, plus up to five (5)

	additional days for evaluations and paperwork
Secondary Counselor	Up to ten (10) additional days or eighty (80) hours of substitute release time
School Psychologist	Up to five (5) additional days or forty (40) hours, plus up to five (5) additional days for evaluations and paperwork
Special Education Educator	Two (2) additional pre-service workdays and up to five (5) substitute release days for required paperwork
Speech Language Pathologist	Up to five (5) additional days or forty (40) hours, plus up to five (5) additional days for evaluations and paperwork
Title Coordinator	Up to ten (10) additional days or eighty (80) hours

E. Extra Duty Compensation Schedule

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							
F	Twenty Percent (20%) of Base Salary							
G	\$2,000 Stipend per Activity							

Appendix E - 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 or 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: _____

