

Contract

Between

Seaside Education Association

and

Seaside School District No.10

2021-2024

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PREAMBLE

THIS AGREEMENT, entered into this first day of July 2021, by and between the SEASIDE EDUCATION ASSOCIATION, hereinafter called the "Association", and SCHOOL DISTRICT NO. 10, CLATSOP COUNTY, OREGON, hereinafter called the "District."

WITNESSETH:

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

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

ARTICLE 1 - RECOGNITION

- A. The District recognizes the Association as the exclusive bargaining representative with respect to wages, hours and conditions of employment for all regular full time and regular part time (0.5 Full Time or more Equivalent FTE) licensed teaching personnel and TSPC licensed school nurse employed by the District.
- B. The term "educator," when used hereinafter, shall refer to all professional educators represented by the Association in the bargaining or negotiating unit as above defined.

ARTICLE 2 - NEGOTIATIONS PROCEDURE

- A. Prior to the expiration of the contract, the District agrees to schedule a date to enter into negotiations with the Association over a successor agreement in accordance with the procedures set forth herein in a good faith effort to reach agreement concerning educators' wages, hours and conditions of employment. Any agreement so negotiated shall be submitted for ratification and, if approved, reduced to writing and signed by the District and the Association.
- B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE 3 - GRIEVANCE PROCEDURE

- A. **Definitions.**
 - 1. "Grievance" shall mean a complaint by an educator or group of educators that there has been to the educator (or them) a violation of any provisions of this Agreement.
 - 2. "Aggrieved" is the person or persons or the Association who has the grievance and is presenting the complaint, also referred to as the complainant.
 - 3. The "party in interest" is either the person or persons making the complaint or the person or persons against whom the complaint is made.
 - 4. "Representative" is the one who may speak for and/or advise the aggrieved.
 - 5. "Immediate supervisor" is the one who has direct administrative or supervisory responsibilities over the aggrieved in the area of grievance.
 - 6. "Days" shall mean working school days. Weekend and/or vacation days are thus excluded.

7. "Persons officially involved" means the Superintendent, the Superintendent's designee and/or consultant, and witnesses.
8. "Association" shall mean any organization representing the certificated personnel which has been elected by a majority vote of the respective educators.
9. "Binding arbitration" is the decision by the arbiter which requires compliance by both parties in interest. Arbitration shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association in effect at that time.

B. **Purpose.** The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting educators.

C. **Procedure.** Grievances will be processed in the following manner and within the stated time limits:

Step 1: An aggrieved educator shall promptly attempt to resolve the grievance informally with the principal. If the grievance is not resolved informally within five days after presentation of the complaint, it shall be reduced to writing by the educator who shall submit it to the principal. If a educator does not initiate the grievance to the principal in accordance with this Step 1 within 15 days after the facts upon which the grievance is based first become known to the educator, the grievance will be deemed waived.

The principal will reply in writing to the educator within five school days after receipt of the written grievance.

Step 2: If the grievance is not settled in Step 1 and the educator wishes to appeal the grievance to Step 2, the educator may file the grievance in writing to the Superintendent within five school days after receipt of the principal's written answer. The written grievance shall give a clear and concise statement of the alleged grievance, including the fact upon which the grievance is based, the issues involved, the agreement provisions involved and the relief sought. Within five days after receipt of the written grievance, the Superintendent or the Superintendent's designee shall thoroughly review the grievance, arrange for necessary discussions with the aggrieved and their representative and give a written answer to the educator no later than ten school days after receipt of the written grievance.

If the grievant is not satisfied with the decision of the Superintendent, a written appeal may be filed with the Superintendent within five days from the receipt of the Superintendent's decision. The grievance shall then move to Step 3.

Step 3: Within five days of the Superintendent's receipt of the appeal, the School District Board of Directors will notify all official parties of a hearing to be held within ten days of the receipt of the appeal. The Board of Directors shall hear arguments of the Superintendent and the aggrieved.

Within five days following the hearing, the School District Board of Directors shall render a decision in writing to all official parties.

Step 4: Arbitration

1. If the grievant is not satisfied with the disposition of the grievance at Step 3, the Association may, by written notice to the Superintendent within ten days, submit the

grievance to binding arbitration. 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").

2. Within ten days after written notice of submission to arbitration, the Superintendent and the Association shall 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-day period, a request for a list of arbitrators may be made to the Employment Relations Board by either party. The parties shall then be bound by the AAA Rules in the selection of an arbitrator.
3. The arbitrator so selected shall confer with the representative of the Association and the Superintendent and hold hearings promptly, and shall issue their decision not later than 20 days from the date of the close of the hearings or, if oral hearings have been waived, from the date the final statements and proofs are submitted to the arbitrator. The arbitrator's decision shall be in writing and shall set forth their findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall 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 decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding upon all parties.

D. Miscellaneous Provisions.

1. The aggrieved educator may have representation at any formal step of the procedure and have an SEA witness present at any step.
2. Grievance meetings and hearings will be closed, unless required by law, or as mutually agreed.
3. Grievance material will be filed separately from the educator's personnel file. All charges resulting in disciplinary action will be considered a permanent part of the educator's personnel file and shall not be removed.
4. Any information, material or testimony of witnesses not previously made known to each party during Steps 1, 2 or 3 may not be used in Step 4.
5. Each party shall bear all costs of producing their own witnesses, preparation of exhibits and other materials to include the production or a record or transcript of the proceeding, unless such record or transcript is desired by both parties. The fee and expenses of the arbitrator and the cost of the hearing room shall be borne equally by both parties.
6. No grievance shall be resolved contrary to the terms and provisions of this Agreement without the written consent of the Association.

ARTICLE 4 - RIGHTS OF PROFESSIONAL EDUCATORS

- A. **Organizing.** Educators shall have the right to organize, join and assist the Association, to participate in professional negotiations with the District through representatives of their own choosing and to engage in other activities, individually or in concert, for the purpose of

establishing, maintaining, protecting or improving conditions of professional service and the quality of the educational program.

- B. **Required Meetings or Hearings.** Whenever any professional educator is required to appear before the Superintendent, building principal, school district board or any committee or member thereof concerning any matter which could adversely affect the continuation of that educator in their office, position or employment, the educator shall be given prior notice of the reasons for the meeting and shall be entitled to have representation of the educator's choosing at that meeting.
- C. **Evaluation of Students.** The educator shall have the authority and responsibility to determine grades and other evaluations of the students. No grade or evaluation shall be changed without consultation with the educator except when such consultation is not practicable because of the absence of one or both parties. If the educator does not agree with such change, the decision may be appealed directly to the Superintendent. When the administration makes a grade change over the objection of the educator, the administrator will place a written statement to that effect in the student's file.
- D. **Criticism of Educators.** Any question or criticism by a supervisor, administrator or school board member of a educator shall be made in confidence and not in the presence of students, other educators, parents or at public gatherings.
- E. **Criticism of Administration.** Any criticism by an educator of an administrator, school board member or other staff members shall be made in confidence and not in the presence of students, parents or at public gatherings.
- F. **Association Identification.** No educator shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- G. **Personnel Files.**
 - 1. Educators shall have the right, upon request, to review the contents of their personnel file. This file shall contain all materials relevant to the educator's employment and shall be the sole repository of such materials.
 - 2. No materials derogatory to an educator's conduct, service, character or personality shall be placed in the personnel file unless the educator has had the opportunity to review such materials by affixing their signature to the copy filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The educator shall have the right to submit a written answer to such materials and attach it to the file copy. In the event the educator believes the materials to be inaccurate or untrue, the educator may grieve the matter through Step 3 of the grievance procedure. Pursuant to ORS 342.850(7), however, any charges resulting in disciplinary action shall remain as a permanent part of the personnel file and shall not be removed for any reason, except by court order or if an arbitrator rules that the materials were not appropriately categorized as disciplinary.
 - 3. Evidence not previously recorded in the educator's personnel file prior to the notification of a demotion, disciplinary action or other involuntary change in employment status shall not be used by the Board as a basis for its action.
- H. **Discipline.** No educator will be disciplined without:

1. Giving the educator forewarning of the possible disciplinary consequences of the educator's conduct;
2. Determining whether the educator violated or disobeyed a rule or order;
3. Giving the educator an opportunity to respond to the charge(s).

This provision does not apply to the dismissal of contract or probationary educator or the non-renewal of probationary teacher contracts (such matters are excluded because they are governed by the Fair Dismissal Law), nor does it apply to assignment or to retention in extended duty assignment(s).

ARTICLE 5 - WORK YEAR

- A. The school year shall not exceed 190 days, including five paid holidays. The five paid holidays are: Labor Day, Veterans' Day, Thanksgiving Day, Presidents' Day and Memorial Day.
- B. Grade preparation days. The last day of each grading period shall be designated a grading/preparation day, without students. There shall be no in-service or other meetings on such days except as agreed by the parties. Educators must work onsite for the entire eight (8) hour workday.

ARTICLE 6 - WORK DAY

- A. **Length of Day.** Regular building hours for educators shall be eight hours, including a 30-minute, duty-free lunch period. Educator starting and release times may vary depending on building and program hours. Full time educators shall be on duty or available on the school site or site otherwise designated by the principal or immediate supervisor for such period of time on days educators are to report to work.

Educators with the approval of the building principal will have their regular building hours adjusted by the building principal in order to conform to the eight-hour day.

- B. The District agrees to provide the following:
 1. Full time elementary educators each day shall have for use for preparation time a 30-minute uninterrupted block of time free of classroom and supervisory responsibilities. In addition, such educators shall not regularly be required to be with their students when instruction or supervision is being provided by other certified personnel.
 2. Full time middle school and high school educators each day shall have for use for preparation time one instructional period free of classroom and supervisory responsibilities. When using a block schedule, one-half of a block period would be guaranteed for preparation time.
 3. No educator shall be required to give up preparation time except for not more than one (1) IEP meeting in any given week, or in case of emergency.
 4. The Special Education Administrator and the Special Education Educator will work cooperatively to reach Special Education workload decisions that are in the best interests of students, educators and sound educational practice. The Special Education Administrator shall develop a plan with the educator to provide additional resources, help, time, or other assistance in recognition of special education caseload issues.

Special Education educators may request a paperwork day, as needed, to be scheduled with their Administrator. Such educators must work on District property during the approved paperwork day, at a District location approved by their Administrator.

5. When requested by their Administrator, an educator who gives up their prep time to substitute for another educator, additional compensation will be paid to the substituting educator at their per diem hourly rate for all such time.

C. Staff Meetings.

1. Educators may be required to attend staff meetings on a regularly scheduled basis. Staff meetings will be scheduled in a manner not to exceed one per week of generally one hour's duration except in cases of emergency or unusual circumstances which would merit variation to such practice. The District agrees to allow educators to leave the school building on Fridays one half hour early as compensation for time spent beyond building hours or for a loss of individual professional activities time due to attendance at required staff meetings.
2. Educators shall attend District staff meetings outside of building hours when and as required by the Superintendent, not to exceed two district meetings per year.

- D.** Educators may be required to attend one regularly scheduled PTO meeting per school year. Educators may be required to attend up to three open houses or other school events per school year. The administration shall be reasonable in requests for educator participation and shall provide adequate notice regarding required attendance at such meetings and activities.

- E. Attendance - Inclement Weather.** Educator attendance shall not be required when all students in their respective buildings are excused because of inclement weather or unforeseen circumstance, but days must be made up if an extended school year is necessary.

ARTICLE 7 - VACANCIES, PROMOTIONS AND TRANSFERS

A. Voluntary Transfer.

- a. Staff members wishing to transfer must notify the Superintendent. Request for transfer initiated by educators shall be made in writing and must be signed by the educator and principal.
- b. As positions become available, they will be advertised to the present teaching staff. Five working days after the position has been advertised to the present staff, it will then be advertised to other applicants.
- c. As vacancies become known during the summer, the Superintendent will notify the Association.

B. Involuntary Transfer.

1. Any impending involuntary transfer of personnel shall be fully discussed by the administration and the educator.
2. Educators being involuntarily transferred may request the current vacancy list and will be able to apply for such positions.

- C. **Miscellaneous Provisions.** Any educator who shall be transferred to an administrative or executive position and shall later return to their prior status shall be entitled to retain such rights as the educator may have had under this Agreement prior to such transfer.

ARTICLE 8 - ASSIGNMENT

- A. If conditions necessitate reassignment of any educator after June 30, the educator shall be notified by personal interview or certified mail as soon as practicable.
- B. If the educator is assigned outside the educator's major or minor field and if the reassignment involves any special training required by the District, the District shall pay the cost as outlined in Article 13 of this Agreement.
- C. **Traveling Assignments.** The District will assign the educator to a specific building as a home base. The District will designate one administrator for goal setting and evaluation. Other building administrators may also contribute to the evaluations. The educator shall attend required open house, programs, and faculty meetings for the designated home base. Parent conference time will be split equitably. Any meetings required at the non-home base assignment(s), shall be appropriately scheduled by the administrators in a spirit of cooperation that results in no net increase in required meetings.

ARTICLE 9 - LAYOFF AND RECALL

- A. The District retains the right to determine when a layoff is necessary. In the event that the District mandates a layoff, the layoff procedure will be carried out pursuant to ORS 342.934. The District will attempt to give notice to affected educators 30 calendar days prior to the effective date of their layoff.
- B. **ORS 342.934.**
1. The procedure for reduction in probationary and contract staff resulting from the lack of funds to continue the educational program at its anticipated level or resulting from the District's elimination or adjustment of classes due to administrative decisions shall be as provided in this section. However, nothing in this section is intended to interfere with the right of a fair dismissal district to discharge a contract educator or discharge, remove or fail to renew the contract of a probationary educator.
 2. The District shall make every reasonable effort to:
 - a. When possible, use normal attrition;
 - b. Transfer educators of courses scheduled for discontinuation to other positions for which they are qualified;
 - c. Combine positions in a manner which allows educators to remain qualified so long as the combined positions meet the curriculum needs of the District and the competence consideration specified in subsection 4 of this section.
 3. In determining educators to be retained when the District reduces its staff under this section, the District shall:

- a. Determine whether educators to be retained hold proper licenses to fill the remaining positions;
 - b. Determine seniority of educators to be retained, based on the first day of actual service with the District;
 - c. Determine competence of educators under subsection 4 of this section.
 4. If the District desires to retain a educator with less seniority than a educator being released under this section, the District shall determine that the educator being retained has more competence than the educator with more seniority who is being released. For purposes of this Article, competence is defined as the ability to teach a subject or grade level based on recent teaching experience related to that subject or grade level within the last five years, or educational attainments, or both, but not based solely on being licensed to teach.

The District may consider a educator's willingness to undergo additional training or pursue additional education in deciding upon questions of competence.
 5. An appeal from a decision on reduction in staff or recall under this section shall be by arbitration.
- C. **Recall.** An educator who is laid off will remain on the recall list and be eligible for recall for 27 months subsequent to the effective date of the layoff. As positions for which laid-off educators are qualified become available in the District, which the District wishes to fill, the following procedure shall be utilized:
1. The District shall notify laid-off educators of a position opening by registered letter, return receipt requested, at their address of record as maintained in the superintendent's office. It shall be the responsibility of the educator to make certain the address is correct and that the District is notified of any changes. Laid-off educators shall have seven calendar days from the date of receipt or return of such notification in which to indicate their acceptance or rejection of the position and an additional 30 days, or more at the option of the District, in which to begin active employment.
 2. After 27 months on the recall list, or if the educator cannot be reached at the educators last known address (when the registered letter sent to the educator's address of record has been returned to the District), or if the educator rejects any position offered for which the educator is qualified at the educators previous FTE, the educator shall forfeit all reemployment rights, shall be considered to have resigned and the educator's name shall be removed from the recall list.
 3. Educators who wish to waive reemployment rights prior to 27 months subsequent to the effective date of a layoff may do so by written notification to the District. Such shall be considered a voluntary resignation and the educator shall forfeit all employment rights with the District.
 4. Educators returning from layoff shall be credited with all seniority and sick leave earned prior to the effective date of the layoff, but shall not accrue leave or benefits for the period of the layoff.
 5. All District benefits to which a educator was entitled at the time of layoff, including unused accumulated sick leave, will be restored to the educator upon the educator's return to

active employment, and the educator will be placed on the proper step of the salary schedule for educator's current position according to the educator's experience and education.

6. An educator who has been laid off may continue health insurance program at the educator's own expense for up to 18 months, subject to the approval and rules of the insurance carrier(s).

ARTICLE 10 - COMPLAINT PROCEDURE

- A. If a complaint is made by a parent, student or other member of the community against a specific educator, either to the Board, a Board member or an administrator, the complainant will be asked to present their complaint in writing with their signature. If the complainant is unwilling to do so, then the official receiving the complaint may record it with their own signature if the official feels the complaint may have some validity and it cannot be handled directly with the complainant to the latter's satisfaction. Failure to submit a signed, written complaint will result in the matter being officially dropped, and the claim may not be used at a later date.
- B. The signed complaint will be filed with the Superintendent or the Superintendent's designee and within five days thereafter, the Superintendent or the principal will discuss the complaint with the educator in an effort to reach a mutual agreement as to the validity of the complaint and any corrective action that should be taken.
- C. If the complaint is not satisfactorily settled in the above manner, the Superintendent or the Superintendent's designee may give, or the educator may request, a written statement of the complaint and the corrective action or improvement recommended. Such statement will be furnished to the educator, if requested, within five days of the request. The educator has the option of complying with the recommended action or, if the action is unjust, the educator may appeal through the grievance procedure. The educator shall notify their supervisor within five days of receiving the statement of complaint and recommended action of the educator's intention to comply or will initiate their grievance appeal within this time.
- D. No record of any complaint which has been investigated and determined to be unfounded shall be placed in the educator's file, nor shall the complaint be used as a basis for any subsequent disciplinary action.

ARTICLE 11 - PAID LEAVES OF ABSENCE

- A. **Sick Leave.** Every educator holding a regular full time position in the District shall be eligible for sick leave benefits of ten days a year, accumulative to an unlimited number of days. For staff not working a full school year, sick leave will be pro-rated at the rate of one day per month employed. Sick leave may be taken for absence due to illness of dependent children living in the home of the educator for up to five (5) days per year.

Educators new to the District and transferring from other Oregon districts are entitled to sick leave credit accumulated in prior years after the educator has completed 30 days in this District. The educator may take up to 75 days sick leave accumulated in other Oregon districts.

Accumulated unused sick leave at retirement may be applied consistent with state law.

B. Sick Leave Bank.

1. **Purpose.** The purpose of the Sick Leave Bank shall be to extend to those sick leave bank members additional sick leave days should an illness or injury cause a member to exhaust the educator's accumulative sick leave days.
2. **Structure.**
 - a. The governing body shall be composed of two Association members and two administrators.
 - b. Members of this governing body shall be appointed by the group they represent.
 - c. Appointment by September 30 of each year.
3. **Function.**
 - a. The governing body shall make the decision to award or to deny a member additional sick leave days from the bank.
 - b. The governing body shall have the right to terminate the use of sick leave days from the member should an investigation show misuse on the part of the member.
 - c. Set procedure.
4. **Membership.**
 - a. Membership can only be obtained between Labor Day and September 30 of the same year, with the exception of those educators who start their employment with the District at some time other than the beginning of the school year. These people would be eligible during their first 30 days of employment. Educators who do not contribute to PERS/OPSRP shall be ineligible for this article. The District will add a sick leave bank informational flyer to the new hire packets, if the flyer is created, printed, and delivered to the District by the Association.
 - b. Membership shall be effective immediately upon joining and be effective until termination.
 - c. Each potential member will be notified that the donated sick leave days become ineligible for use in figuring the PERS retirement formula. To join, each member must donate two days of sick leave the first year and one day each successive year of membership. Contract part time educators who are at least half time educators will contribute in the same ratio as their work days. A half time educator would be contributing two half days and would contribute one half day per year.
 - d. When an educator has contributed the total number of five days to the Sick Leave Bank, the educator shall then become a permanent life member of the bank. No further days need be contributed by life members unless the Sick Leave Bank reserve falls below 100 days, at which time each life member named will be assessed one day of sick leave for that year.
 - e. Termination of membership shall be by:
 1. Written request of member to be terminated;
 2. End of employment with the District;

3. Termination by governing body under Article 11, Section B3, Item b.

f. Should membership be terminated, previously donated days shall remain in the bank.

g. Termination of membership shall be effective June 30 of the school calendar year.

Termination under Article B, Section 3, Item b shall be immediate following decision by the governing body.

C. **Bereavement Leave.** Up to three days shall be granted for bereavement leave for each occurrence of death in the family. A family member is defined as mother, father, mother-in-law, father-in-law, brother, sister, husband, wife, child, stepchild, grandchild or grandparent, or others as defined by the Family Medical Leave Act. Additional time may be requested in accordance with the Oregon Family Leave Act (OFLA).

D. **Funeral Leave.** Funeral Leave. When an educator serves as a pallbearer or in some other way participates in a funeral ceremony, the educator will be granted time off to perform such duty up to but not to exceed one day. Up to one day will be granted for the funeral of an aunt, uncle, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent of educator's spouse. Additional time may be granted at the discretion of the Superintendent.

E. **Personal Leave.** Three days each year may be used by full time certificated educators in situations which require absence during work hours for purposes of attending to personal business or family matters. The conditions for granting personal leave are as follows:

1. In recognition of the difference in staff size in the District, the building principal will approve personal leave according to the following schedule:

Pacific Ridge Elementary----- four per day
Seaside Middle School-----two per day
Seaside High School-----two per day

The building principal has discretion to vary this schedule under emergency conditions.

Unused personal leave will accumulate, and at severance a payment will be made to the educator based on the current substitute rate, but not to exceed \$100 per day. Only days earned per year can be used in any given year except for religious holidays. When the current year's personal days are used for Family Medical Leave, the District will designate two of three personal days. One will be designated by the educator.

F. **Jury Duty.**

1. Leave of absence may be authorized for jury duty or under subpoena as a disinterested witness.
2. There will be no deduction in pay for absence as described above, on the condition that any fees received for services performed during working hours shall be remitted to the Business Office.

G. **Professional Leave.** Educators shall obtain advance approval from the building principal for any professional meetings, visitations or conferences they plan to attend during a working day.

H. **Sabbatical Leave.** The District may permit members of the professional staff to take sabbatical leaves for the purpose of self-improvement and benefit to the school system through study or

research. A planned program of travel may be substituted for study or research during those leaves, granted at half salary.

Sabbatical leaves shall provide one-half pay and full time educator insurance benefits for a educator if the educator has been employed for six consecutive years in the District and agrees to return to the District for a period of three years following the sabbatical leave. If the educator does not return to the District, the educator must repay the total sum; if the educator returns to the District for one year only, the educator must repay two-thirds of the sum; if the educator returns to the District for two years only, the educator must repay one-third of the sum.

A maximum of two percent of the professional staff may be on sabbatical leave at any one time. A second year may be granted without pay. Requests shall be considered in the order they are received.

The educator shall be returned to a position for which the educator is qualified and endorsed should one exist. A sabbatical leave year shall be considered an experience year on the salary schedule.

- I. **Workers Compensation.** Educators will suffer no loss in pay or benefits as a result of workplace illnesses or injuries for the first three days of absence not compensated by workers compensation payments.

If a workers compensation claim is denied, the District may deduct the first three days of absence from the Educators sick leave or deduct from the pay if the educator has exhausted all paid leaves.

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

J. **Other Paid Leaves.**

1. Absences occasioned by the inability to reach the place of employment because of flood, storm or other such acts of God [and the closure of school] shall be without loss of compensation, but may be required to be made up. Incidences that result from personal residency choice do not qualify for this provision. The District agrees to provide transportation through high water from a designated area.
2. When an educator has scheduled an approved leave day and the District closes school for a full school day for any reason (snow, hazard), the educator's day shall be credited back to the educator's total.
3. Victims of Domestic Violence shall be granted leave as stated in Oregon Law.
4. Sick Child leave may be granted under Oregon Law.
5. Other paid leaves of absence for good cause may be granted by the District.

ARTICLE 12 - UNPAID LEAVES OF ABSENCE

A. **Parental Leave.**

1. Eligible educators are entitled to up to 12 weeks of unpaid leave to care for a newborn, newly adopted child, or newly placed foster child as described in the Family and Medical

Leave Act of 1993 and the Oregon Family Leave Act of 1995. During this time, the District will maintain the educator's health coverage. The educator may select to use personal leave and sick leave in the order specified by the District. The provisions of parental leave can be found in Board Policy GCBDA/GBDA-AR.

2. Upon the birth of a child and when an educator uses 12 weeks of parental leave, the educator may apply in writing to the Superintendent for a leave of absence of up to 40 weeks of additional unpaid leave. If approved, the District will provide the opportunity for the educator to maintain insurance benefits at the educator's expense.

B. Military Leave.

Leave for military duty shall be with or without pay as provided for by State and Federal statutes.

All accumulated sick leave and other educator benefits will revert to the educator when the educator returns to the school district. However, no educator benefits will accrue during absence from the school district.

Any person returning from military service will have no guarantee of in-position placement, but is assured of district placement.

- C. **International and Federal Programs.** A leave of absence for up to three years may be granted to any educator upon application for the purpose of participating in exchange teaching programs in other states, territories or countries; foreign or military teaching programs; the Peace Corps, the Teachers' Corps or work programs related to the educator's professional responsibilities as a full time participant in such programs, provided said educator states their intention to return from such leave. An educator shall be placed at the same position on the salary schedule as the educator would have been had the educator taught in the District during such period.
- D. **Professional Study Leave.** A leave of absence for up to one year may be granted to any educator upon application for the purpose of engaging in study at an accredited college or university reasonably related to the educator's professional responsibilities. Upon return from such leave, an educator shall be placed at the same position on the salary schedule as the educator would have been had the educator taught in the District during such period.
- E. **Association Leave.** The District will permit the Association four days of unpaid leave per year which shall comply with the limitations of State Law. No more than two people will be released at a time up to a maximum of two days each.

ARTICLE 13 - PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. **Purpose.** The District and the Association support the principle of continuing training of educators in all their various assignments.
- B. **Implementation of Program.**

1. **Required Educational Development.** The District shall pay the average of four state colleges (OSU, U of O, Portland State and WOU) for three hours toward the cost of tuition incurred in connection with any course, workshop, seminar, conference, in-service training sessions or other sessions which an educator is required to take by the Administration, by Oregon law,

or by the rules of the Teacher Standards and Practices Commission. Such payment shall be cumulative to 12 credits. Tuition will be reimbursed within thirty (30) days of receipt of course payment; however, if the educator does not complete the course successfully, the educator must repay the tuition amount. Receipts shall be submitted by the educator during the term the class is being taken or at the latest during the same budget year for which reimbursement was approved.

2. **Eligibility.** To be eligible, an educator must have been employed in this District for a minimum of one year and be contracted for another year.
3. **Additional Educational Development.** Requests for workshops, seminars, conferences, and in-service courses from which the District will benefit shall be made to the building principal. Following District approval, the District shall pay any incurred expenses within budget limitations.

ARTICLE 14 - MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

- A. Student disciplinary procedures shall exist for each school in the District, and these procedures will be developed by the administration. Copies of a document stating these procedures shall be available for examination at the school office and shall be given to any educator for examination upon the educator request in person.
- B. Any modification of the student disciplinary procedure shall be done in consultation with the school faculties prior to implementation.

ARTICLE 15 - DEFERRED COMPENSATION

- A. No educator hired after July 1, 2004, shall be eligible for the benefits of this Article. Only educators hired prior to July 1, 2004 and continuously working for the district until retirement under PERS or OPSRP shall receive the following benefits:
 1. The District will contribute one-tenth of \$452 per month for each continuous year of service to the district (from their first date of service as a educator until the 2004-2005 school year) for those educators who retire at age fifty-eight until the age of sixty-five.
 2. For those educators who retire before the age of fifty-eight, that amount shall be prorated monthly to be equal to the total amount they would have received if they had been fifty-eight when they retired.
 3. For educators with at least ten years of service as of July 1, 2004, the benefit shall be \$452 per month. For all other educators with less than ten years of service to the district as of July 1, 2004, their benefit shall be prorated as follows:

Years in District (as of 7/1/2004)	Benefit Proportion
9	9/10ths
8	8/10ths
7	7/10ths
6	6/10ths

5	5/10ths
4	4/10ths
3	3/10ths
2	2/10ths
1	1/10ths

- B. The District shall pay full time retiring educators who have 30 years in the Public Employees Retirement System and 20 years of service in the District and retiring before the age of 58, the dollar amount they would have received from age 58 to age 65 prorated monthly from age of retirement to age 65. Retiring full time educators in this category with less than 20 years of service in the District will have the dollar amount they would have received reduced by the monthly sum for every month they fall short of 20 years of service. This amount will then be prorated monthly from age of retirement to age 65.
- C. The retiree may purchase insurance on the District's plan to age 65.
1. **Procedures.**
 - a. Requests for early retirement benefits must be made prior to January 31 of the year in which the early retirement is to become effective.
 - b. Educators requesting early retirement must meet all requirements prior to July 1 of the year in which the early retirement is to become effective.

ARTICLE 16 - DUES AND PAYROLL DEDUCTIONS

- A. The employer will deduct dues, fees, and any other assessments or authorized deduction to the Association in accordance with the payroll-deductions authorizations signed by members and provided to the Association. The Association will provide the employer with a list identifying the educators 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 ten (10) days of the deduction, and will include a list of bargaining unit educators, indicating the amount of deduction from each.
- B. The District shall make available to members of the professional staff additional payroll deductions for tax sheltered annuity programs, group hospitalization, credit union payments, and the district approved Section 125 plan.
- C. The total number of deductions shall not exceed the capabilities of the present payroll equipment.
- D. The Association agrees to hold the District harmless against any and all claims, suits orders or judgments brought against the District as a result of the provisions of Section A and B above. The District agrees to make proper restitution of any deductions withheld by District error within 30 days of the occurrence of the improper deduction. The Association will refund to the District any dues deductions paid to it in error.

ARTICLE 17 - ASSOCIATION RIGHTS AND PRIVILEGES

- A. **Information.** To the extent that the District has such information in its records, it shall provide to the Association, in an excel compatible file, the contact information for each bargaining unit educator, member and non-member alike, including name, all known telephone numbers, work and home email addresses, personal mailing address, date of hire, job title, position on the salary schedule, work site, and FTE. This information will be provided within 10 calendar days of the date of hire for newly-hired educators, and every 120 calendar days for current educators.
- B. **Representation.**
1. The Association may call upon outside consultants, professional and/or lay representatives for the purpose of utilizing their services in representation of the Association, any educator or group of educators on any matter, except as may be limited by this Agreement.
 2. In representation of an educator or group of educators in matters relating to this Agreement or other conditions of employment in the District, the Association maintains the exclusive right to provide or approve necessary legal or other professional representation before any financial liability is assumed by the Association.
- C. **Use of Buildings.** The Association shall have free use of buildings for its meetings at reasonable times during non-duty hours, provided such facilities shall be scheduled for use in the same manner as other community group meetings are scheduled.
- D. **Use of School Equipment.** The Association shall have the right to use school facilities and equipment when not otherwise in use upon approval of the building principal. The Association shall pay for the reasonable cost of all materials, supplies and breakage.
- E. **Time Spent for Representation.** An educator engaged during the school day in negotiating on behalf of the Association with any representative of the District, or participating in any professional grievance negotiation, including arbitration, shall be released from regular duties without loss of salary when such activities are required by the District or an arbitrator.
- F. **Bulletin Boards.** The Association shall have the use of a bulletin board in each faculty lounge in each school building.
- G. **Mail Facilities and Mailboxes.** The Association shall have the right to use school mailboxes as it deems necessary. The materials must be identified as Association materials but cannot be transported through the District courier service.
- H. **School Board Meetings.** The Superintendent will make available to the Association president an agenda packet preceding the regular board meeting. This will be mailed when the Superintendent mails the packets to the Board members.
- I. **Application.** Both parties agree that the provisions of this Article shall not be applied in a manner which is arbitrary, capricious or discriminatory.
- J. **Meetings.** The Association has the right to schedule one meeting per month for all members for the purpose of conducting Association business. The meeting must be held after the latest dismissal time for students and on a day there is no conflict with District programs.

ARTICLE 18 - DISTRICT FUNCTIONS (MANAGEMENT RIGHTS)

- A. It is recognized that the Board has and will continue to retain the rights and responsibilities to operate and manage the school system and its programs, facilities, properties and school activities of its educators.
- B. Without limiting the generality of the foregoing Section A, it is expressly recognized that the board's operational and managerial responsibility includes:
 - 1. The right to determine location of the schools and other facilities in the school system, including the right to establish new facilities and to relocate or close old facilities.
 - 2. The determination of the financial policies of the District, including the general accounting procedures, inventory of supplies and equipment procedures and public relations.
 - 3. The determination of the management, supervisory or administrative organization of each school or facility in the system and the selection of educators for promotion to supervisory, management or administrative positions.
 - 4. The maintenance of discipline and control and use of the school system property and facilities.
 - 5. The determination of safety, health and property protection measures where local responsibility of the board or other governmental unit is involved.
 - 6. The right to enforce the rules and regulations now in effect and to establish new rules and regulations from time to time not in conflict with this agreement.
 - 7. The direction and arrangement of all the working forces in the system, including the right to hire, suspend, discharge, discipline or transfer educators.
- C. The creation, combination, modification or elimination of any teaching position deemed advisable by the Board.
- D. The determination of the size of the working force, the allocation and assignment of work to educators, the determination of policies affecting the selection of educators and the establishment of evaluation standards and judgment of educators' performance.
- E. The determination of the layouts and the equipment to be used and the right to plan, direct and control school organization and programs.
- F. The right to establish and revise the school calendar, to schedule classes and assign workloads and to approve textbooks, teaching aids and materials selected.
- G. The right to make assignments for all programs of an extracurricular nature.
- H. Nothing in this Agreement shall limit in any way the District's contracting or subcontracting of work or shall require the District to continue in existence any of its present programs in their present form and/or location or on any other basis.
- I. It is recognized that the Board has and will retain the rights and responsibilities as delegated under existing Oregon statutes. The Board shall have the right to determine matters concerning management of the District not covered by this Agreement.

ARTICLE 19 - EXTENDED DUTY AND EXTRA DUTY PAY

A. Extended Duty

1. Extended duty shall be considered as an educational, coaching or supervisory activity connected with the school program.
2. Contracts for extended duty shall be issued and signed by the Board of Directors and the educator fulfilling said duties. If an educator is unable to perform extended duty due to illness, accident or for some other reason and the District hires a replacement, the educator shall receive payment only for the portion of extended duty that was worked.
3. Reimbursement for contracted extended duty shall be made as provided by Appendix B. Rates shall be increased each year by the same percentage as the increases in Appendix A.
4. If new positions are created by the District during the term of this Agreement, such positions will be included on the Extended Duty Schedule with compensation to be determined by the Board of Directors.
5. An educator who coaches more than one sport at the Middle School will receive \$100.00 for each additional Middle School sport coached in a single school year.
6. An educator who coaches more than one sport at the High School will receive \$200.00 for each additional High School sport coached in a single school year.
7. The Athletic Director shall have an extended calendar of 20 days at per diem rate and the District will provide the Athletic Director with a \$30 stipend per month for related cell phone usage.
8. The Activity Coordinator shall be provided one instructional period each term for ASB responsibilities.
9. If a high school athletics team's season is extended due to participation in the playoffs or state competition, the participating coaches of that team will receive an additional payment of seven percent (7%) of the stipend for each week the team is in the playoffs. High School band or vocal instructors shall receive a one time payment equal to seven percent (7%) of their stipend for participation in and attendance at OSAA state competition(s). Compensation will be limited to the following number of weeks based on the OSAA cutoff date and the conclusion of the state championship:
 - A. Four (4) weeks – Football
 - B. Three (3) weeks – Basketball
 - C. Two (2) weeks – Volleyball, soccer, baseball and softball
 - D. One (1) week – Cross country, swimming, track, golf and wrestling

One-time payment based on competing in the state championship for cheer, FBLA, robotics, and culinary arts.

B. Extra Duty

1. Extra duty shall be considered as supervisory or consultant work activities not conducted during the regular school working day.
2. Extra duty shall be open to all levels of the staff.
3. Educators who are willing and available shall be used for extra duty. Such duty will be assigned only when volunteers are unavailable.

4. Extra duty shall be compensated on the following basis:

Home activities \$40.00

Rooter bus trips \$50.00
(under 60 miles away)

Extended rooter bus trips \$110.00
(60 or more miles away)

HS Class Advisors/Outdoor School \$110.00

ARTICLE 20 - JOB SHARE

Two individuals may share a position if approved by the School Board. A job share plan, including a proposal to split benefits, shall be submitted to the Superintendent.

Individuals job sharing shall receive all contractual rights, if they work half time. Benefits, sick leave days, other paid leave, insurance and salary shall be pro-rated. Full insurance will be made available as a payroll deduction.

Full time educators who choose to job share are considered part-time and will no longer have rights to full-time positions. Educators will be placed on the salary schedule and each full year of a job share will count as one full year's experience. Educators who job share will have the first opportunity to substitute for each other. Job share educators will meet with the principals to determine a schedule for faculty meetings, in-services, and conferences prior to the beginning of the job share.

Job sharing shall be voluntary.

ARTICLE 21 - STRIKES

For the term of this Agreement, the Association and its members as individuals or as a group, will not initiate, cause or participate or join in any strike, work stoppage, slowdown, picketing relating to a strike or any other restriction of work. Violation of the above shall constitute full grounds for disciplinary action, including discharge, against any educator or educators engaged in such activities.

ARTICLE 22 - PROFESSIONAL COMPENSATION

- A. Appendix A is attached to this Agreement and shall be the approved salary schedule(s). It is agreed that the approved schedule is the only pay schedule for the licensed staff. Eligible staff shall be granted a step increase.

2021-2022 = 3.25%

2022-2023 = 3.0%

2023-2024 = 3.0%

- B. **Experience Credit.** For initial placement on the salary schedule, the educator shall be awarded credit for up to eight years of experience outside the District.
- C. **Credit for Military Service.** For initial placement on the salary schedule, credit experience in the armed services of the United States shall be allowed as credit for up to five years. A year of military service is defined to include not less than nine months of any 12-month period. The dates of induction and separation from active duty shall determine the period of service. Vertical advancement on the salary schedule will be granted for United States military service as required by state and federal law.
- D. **Credit for Advancement on Salary Schedule.** Credits earned for course work completed at an accredited college or university shall qualify for horizontal advancement on the salary schedule, subject to the following provisions:
1. All graduate-level credits in the educator's area of specialization or assignment;
 2. Undergraduate-level credits in the educator's area of specialization or assignment, providing such credits shall first have been approved by the building principal or the principal's designee prior to the educator's enrollment in the course(s);
 3. Changes in placement on the salary schedule will be made only in September, October, January, February, April and May. Any requests for adjustment must be made by the 15th day of the month and as accompanied by official transcripts.
 4. A professional growth review board shall be established to evaluate workshops, seminars, in-service classes and subject area research projects for the purpose of determining course hour equivalents for advancement on the salary schedule. The credit review board shall consist of a member of the Association appointed by the Association president, a building principal appointed by the Superintendent and a member-at-large selected by the above members.
 5. The credit review board shall make its recommendation to the Superintendent for approval or denial for advancement on the salary schedule.
 6. If the Superintendent's decision is to deny advancement, the Association or the affected individual seeking credit for advancement may appeal to the District Board of Directors within 15 days of the Superintendent's decision. A hearing shall be scheduled within 30 days of the appeal to hear the arguments of the complainant(s) and the Superintendent. Within ten days of the hearing, the Board of Directors shall issue its written decision on the matter which shall be final.

- E. **Number of Payments.** Payroll will be distributed by direct deposit. Staff members shall be paid on the basis of ten (10) or twelve (12) payments, according to their choice. Educators who select (12) payments will receive all summer payments in June. By the first payroll cut-off date in September, staff members are able to change their payment option. Staff that would like to opt out of direct deposit will be required to select ten (10) payments. Educator's final wages upon termination may be ineligible for direct deposit.
- F. **Suspension.** Any suspension of a professional educator, pending charges, shall be with pay. A hearing shall be held and the educator has the right to Association or legal representation at such hearing. If the charges are upheld, the educator will return to the District any salary received during the period of suspension.
- G. **Reimbursement of Travel Expenses.** Educators required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance at the District rate per mile or the IRS rate per mile, whichever is higher. The above rate shall apply for use of personal cars for field trips or other business of the District. Educators who voluntarily drive students to school activities with advance approval of their building principal, shall be compensated at the same rate.
- Additional reimbursement for travel expenses may be authorized by the Superintendent when prior approval has been obtained and where the educator is participating in activities whereby benefits to the District may accrue. Reimbursement for such authorized activities will cover actual expenses.
- H. For acts of vandalism damaging an educator's vehicle on school property, the District agrees to pay the deductible on the educator's insurance coverage to a maximum of \$100.00.
- I. **Summer Employment.** Summer employment may be available to licensed staff who wish to work on curriculum planning implementation and development, and other projects approved by the District pending availability of funds. Compensation will be paid at the curriculum rate.
- J. **Curriculum Work.** Educators who are willing and available for curriculum work will be paid at the curriculum rate. The curriculum rate is \$35.00. "Curriculum Work" includes authorized time spent researching and selecting curriculum for adoption, development of standards for adopted curriculum, establishing scope and sequence for adopted curriculum, and other approved tasks relating to curriculum selection and development.

ARTICLE 23 – INSURANCE

- A. In 2021-2022, the District shall contribute \$1675.00 per eligible educator per month towards the premium for the composite rate(s) for Medical, Dental, Orthodontia, and Vision. In 2022-2023, the District shall contribute \$1700.00 per eligible educator per month towards the premium for the composite rate(s) for Medical, Dental, Orthodontia, and Vision. In 2023-2024, the District shall contribute \$1725.00 per eligible educator per month towards the premium for the composite rate(s) for Medical, Dental, Orthodontia, and Vision. The District will provide an employee assistance plan (EAP) for educators enrolled in the medical, dental and vision plan through OEGB.

1. When an educator chooses a healthcare plan that costs less than the District provided benefit dollars, the District will contribute 100% of the excess benefit dollars to an employer funded Section 125 flexible spending account (FSA), up to a maximum of \$500.00 per plan year. If an educator has excess benefit dollars above the initial \$500.00, the remaining dollars will be contributed to the educator's active Integrated HRA VEBA account. Eligibility is limited to educators with excess benefit dollars provided by the employer.
 2. Educators eligible for a District insurance contribution, but who choose not to obtain insurance coverage, may "opt out" in accordance with the underwriting rules and regulations as set forth by the carrier(s) in the policy (policies) retained by the policyholder.
 - a. Educators choosing to opt out must show written proof that they are already covered by other group insurance through a spouse or domestic partner.
 - b. There shall be an annual single open enrollment period each year to allow eligible educators the opportunity to opt out of insurance coverage. If an eligible educator chooses to opt out or waive the educator's insurance coverage, that waiver shall be effective until the next open enrollment period. If an educator loses group insurance through a spouse or domestic partner, they must notify the District and immediately re-enroll for insurance coverage.
 - c. An eligible educator who opts out of insurance by meeting the above requirements shall receive a monthly stipend of \$790 in lieu of the contractual insurance coverage. The stipend will be considered taxable income under section 125 benefits.
 3. Any educator who completes their contract year, including educators who complete the year on FMLA/OFLA are entitled to health insurance coverage through September 30th following completion of the contract year.
- B. If the amount contributed by the District towards premiums for the purchase of health insurance for each eligible educator is less than the actual cost of that insurance, then each affected educator shall pay the difference through payroll deduction.

The benefit program(s) identified herein shall be provided in accordance with the underwriting rules and regulations as set forth by the carrier(s) in the policy (policies) retained by the policyholder provided the benefit levels do not change. If the carrier reduces or changes the level of benefits required by this article, the Association shall have the right to reopen economic portions of the contract.

The District shall not be obligated and shall not pay for any additional medical, dental, and/or vision expenses not covered by the insurance carrier(s). Such expenses shall be the sole obligation of the educator (s) incurring them.

- C. The District shall provide for each educator \$25,000 of group term life insurance with accidental death and dismemberment benefits.
- D. As long as an educator is on disability or laid off and not gainfully employed elsewhere, the educator shall have the right to retain their fringe benefit package by making arrangements to pay for it themselves at the same rate, subject to the approval of the insurance carrier.

ARTICLE 24 - ACADEMIC FREEDOM

- A. Academic freedom is encouraged by the District in the study, investigation, presentation and interpretation of facts and ideas. Materials that are presented and discussed shall be based on the course content standards and District adopted curriculum program and will be in compliance with District policies and procedures. Accordingly, the District encourages and will defend the free and orderly flow and examination of ideas, so that students may gain the skills to gather and arrange facts, discriminate between fact and opinion, discuss differing viewpoints, analyze problems and draw tentative conclusions.
- B. No mechanical or electronic device shall be installed in any classroom or brought in on a temporary basis which would allow a person to inhibit or interfere with academic freedom as described above without prior agreement with a building administrator.

ARTICLE 25 - RE-EMPLOYMENT OF RETIRED EDUCATORS

- A. Bargaining unit members who retire from Seaside School District may be rehired to complete the current school year after retirement at the sole discretion of the District.
 - 1. These educators shall remain in the bargaining unit.
 - 2. No PERS or OPSRP contributions will be made after the retirement date, unless required by law.
 - 3. If the educator qualifies for the benefits in Article 15, those benefits will commence at the end of the school year.
 - 4. The educator will retain their current placement and salary on the salary schedule.
 - 5. Sick leave will be in accordance with ORS 332.507 and Article 11 of this Agreement. Accumulated unused sick leave reported to PERS at retirement is not available for use thereafter. Sick leave bank shall not be available.
 - 6. Professional leave may be granted if requested by the administrator.
 - 7. The District will continue to pay for the insurance package until the end of the school year.
- B. If a retired educator is hired subsequent to the school year in which they retired, they will be part of the bargaining unit if they meet the requirements of Article 1 Recognition.
 - 1. Educators will continue to receive the benefits under Article 15 – Deferred Compensation and are eligible for the provisions of Article 24 – Insurance A and B which will be pro-rated according to their FTE.
 - 2. Salary will be determined in the same manner as a newly hired educator in the District.

3. For educators who have retired from the District but who are subsequently re-hired, seniority shall commence with their first day of actual service following their re-hire. Ties shall be broken by drawing lots.
4. Sick leave will be in accordance with ORS 332.507 and Article 11 of this contract. Accumulated unused sick leave reported to PERS at retirement is not available for use thereafter. Professional leave may be granted if requested by the administrator.

ARTICLE 26 – SAFETY IN THE WORKPLACE

A. Health Services

No educator shall be requested to provide health services (first aid, CPR, etc.) unless the District provides training during work hours and at District expense.

B. Safe Working Conditions

1. A meeting will be held with the educator(s) to outline a behavior intervention support plan within the first five (5) days after a plan is developed for students with social emotional learning needs identified in their IEP goals and/or student support plan. The meeting will be held in the educator(s) absence if the educator is not available during the five (5) day period.
2. If any educator is threatened or named in a threat, Board policy JFCM will be followed.

C. Safety Committee

One Association member appointed by the Association shall serve on each school building safety committee. Monthly meetings shall occur during work hours.

ARTICLE 27 - MISCELLANEOUS PROVISIONS

- A. **Separability.** Pursuant to ORS 243.702 (1), in the event any words or sections of a collective bargaining agreement are declared to be invalid by any court of competent jurisdiction, by ruling by the Employment Relations Board, by statute or constitutional amendment or by inability of the employer or the educators to perform to the terms of the agreement, then upon request by either party the invalid words or sections of the collective bargaining agreement shall be reopened for negotiation.
- B. **Compliance Between Individual and Master Agreement.** Any individual contract between the District 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. **Printing Agreement.** This Agreement shall be posted on the Seaside School District Website. Printed copies of this Agreement shall be presented by the Association to any staff who specifically requests a printed copy. All copies of this Agreement shall be printed at the expense of the District. The Association shall provide the secretarial services for the preparation of this Agreement.

ARTICLE 28 – DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2021 and shall continue in effect until June 30, 2024, 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.

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

SEASIDE EDUCATION ASSOCIATION

BY: 
President

DATED: 7/23/21

SCHOOL DISTRICT NO. 10
CLATSOP COUNTY, OREGON

BY: 
Chair, Board of Directors

DATED: 7.15.21

ATTEST: 
Clerk

DATED: 7/16/21

BY: 
Superintendent

DATED: 7-16-21

Appendix A

Salary Schedule Index

Step	BA	BA+15	BA+30	BA+45	BA+60	BA+75 MA	BA+90 MA+15	BA+105 MA+30	BA+120 MA+45
1	1.00	1.02	1.04	1.06	1.08	1.10	1.13	1.15	1.17
2	1.04	1.06	1.08	1.10	1.13	1.15	1.17	1.19	1.22
3	1.08	1.10	1.13	1.15	1.17	1.19	1.22	1.24	1.27
4	1.12	1.15	1.17	1.19	1.22	1.24	1.27	1.29	1.32
5	1.17	1.19	1.22	1.24	1.27	1.29	1.32	1.34	1.37
6	1.22	1.24	1.27	1.29	1.32	1.34	1.37	1.40	1.42
7	1.27	1.29	1.32	1.34	1.37	1.40	1.42	1.45	1.48
8	1.32	1.34	1.37	1.40	1.42	1.45	1.48	1.51	1.54
9	1.37	1.40	1.42	1.45	1.48	1.51	1.54	1.57	1.60
10	1.42	1.45	1.48	1.51	1.54	1.57	1.60	1.63	1.67
11	1.48	1.51	1.54	1.57	1.60	1.63	1.67	1.70	1.73
12	1.54	1.57	1.60	1.63	1.67	1.70	1.73	1.77	1.80
13		1.63	1.67	1.70	1.73	1.77	1.80	1.84	1.87
14			1.73	1.77	1.80	1.84	1.87	1.91	1.95
15				1.84	1.87	1.91	1.95	1.99	2.03

Appendix A

2021 – 2022

Seaside School District 10

Certified Salary Schedule

1.0325

	BA	BA+15	BA+30	BA+45	BA+60	BA+75 MA	BA+90 MA+15	BA+105 MA+30	BA+120 MA+45
1	\$42,421	\$43,269	\$44,120	\$44,963	\$45,814	\$46,663	\$47,937	\$48,783	\$49,632
2	\$44,120	\$44,963	\$45,814	\$46,663	\$47,937	\$48,783	\$49,632	\$50,479	\$51,754
3	\$45,814	\$46,663	\$47,937	\$48,783	\$49,632	\$50,479	\$51,754	\$52,602	\$53,875
4	\$47,509	\$48,783	\$49,632	\$50,479	\$51,754	\$52,602	\$53,875	\$54,724	\$55,995
5	\$49,632	\$50,479	\$51,754	\$52,602	\$53,875	\$54,724	\$55,995	\$56,844	\$58,116
6	\$51,754	\$52,602	\$53,875	\$54,724	\$55,995	\$56,844	\$58,116	\$59,390	\$60,236
7	\$53,875	\$54,724	\$55,995	\$56,844	\$58,116	\$59,390	\$60,236	\$61,512	\$62,782
8	\$55,995	\$56,844	\$58,116	\$59,390	\$60,236	\$61,512	\$62,782	\$64,056	\$65,328
9	\$58,116	\$59,390	\$60,236	\$61,512	\$62,782	\$64,056	\$65,328	\$66,600	\$67,874
10	\$60,236	\$61,512	\$62,782	\$64,056	\$65,328	\$66,600	\$67,874	\$69,147	\$70,845
11	\$62,782	\$64,056	\$65,328	\$66,600	\$67,874	\$69,147	\$70,845	\$72,115	\$73,388
12	\$65,328	\$66,600	\$67,874	\$69,147	\$70,845	\$72,115	\$73,388	\$75,084	\$76,359
13		\$69,147	\$70,845	\$72,115	\$73,388	\$75,084	\$76,359	\$78,053	\$79,328
14			\$73,388	\$75,084	\$76,359	\$78,053	\$79,328	\$81,023	\$82,721
15				\$78,053	\$79,328	\$81,023	\$82,721	\$84,418	\$86,115

Appendix A

2022 – 2023

Seaside School District 10

Certified Salary Schedule

1.030

	BA	BA+15	BA+30	BA+45	BA+60	BA+75 MA	BA+90 MA+15	BA+105 MA+30	BA+120 MA+45
1	\$43,694	\$44,567	\$45,444	\$46,312	\$47,188	\$48,063	\$49,375	\$50,246	\$51,121
2	\$45,444	\$46,312	\$47,188	\$48,063	\$49,375	\$50,246	\$51,121	\$51,993	\$53,307
3	\$47,188	\$48,063	\$49,375	\$50,246	\$51,121	\$51,993	\$53,307	\$54,180	\$55,491
4	\$48,934	\$50,246	\$51,121	\$51,993	\$53,307	\$54,180	\$55,491	\$56,366	\$57,675
5	\$51,121	\$51,993	\$53,307	\$54,180	\$55,491	\$56,366	\$57,675	\$58,549	\$59,859
6	\$53,307	\$54,180	\$55,491	\$56,366	\$57,675	\$58,549	\$59,859	\$61,172	\$62,043
7	\$55,491	\$56,366	\$57,675	\$58,549	\$59,859	\$61,172	\$62,043	\$63,357	\$64,665
8	\$57,675	\$58,549	\$59,859	\$61,172	\$62,043	\$63,357	\$64,665	\$65,978	\$67,288
9	\$59,859	\$61,172	\$62,043	\$63,357	\$64,665	\$65,978	\$67,288	\$68,598	\$69,910
10	\$62,043	\$63,357	\$64,665	\$65,978	\$67,288	\$68,598	\$69,910	\$71,221	\$72,970
11	\$64,665	\$65,978	\$67,288	\$68,598	\$69,910	\$71,221	\$72,970	\$74,278	\$75,590
12	\$67,288	\$68,598	\$69,910	\$71,221	\$72,970	\$74,278	\$75,590	\$77,337	\$78,650
13		\$71,221	\$72,970	\$74,278	\$75,590	\$77,337	\$78,650	\$80,395	\$81,708
14			\$75,590	\$77,337	\$78,650	\$80,395	\$81,708	\$83,454	\$85,203
15				\$80,395	\$81,708	\$83,454	\$85,203	\$86,951	\$88,698

Appendix A

2023 – 2024

Seaside School District 10

Certified Salary Schedule

1.030

	BA	BA+15	BA+30	BA+45	BA+60	BA+75 MA	BA+90 MA+15	BA+105 MA+30	BA+120 MA+45
1	\$45,005	\$45,904	\$46,807	\$47,701	\$48,604	\$49,505	\$50,856	\$51,753	\$52,655
2	\$46,807	\$47,701	\$48,604	\$49,505	\$50,856	\$51,753	\$52,655	\$53,553	\$54,906
3	\$48,604	\$49,505	\$50,856	\$51,753	\$52,655	\$53,553	\$54,906	\$55,805	\$57,156
4	\$50,402	\$51,753	\$52,655	\$53,553	\$54,906	\$55,805	\$57,156	\$58,057	\$59,405
5	\$52,655	\$53,553	\$54,906	\$55,805	\$57,156	\$58,057	\$59,405	\$60,305	\$61,655
6	\$54,906	\$55,805	\$57,156	\$58,057	\$59,405	\$60,305	\$61,655	\$63,007	\$63,904
7	\$57,156	\$58,057	\$59,405	\$60,305	\$61,655	\$63,007	\$63,904	\$65,258	\$66,605
8	\$59,405	\$60,305	\$61,655	\$63,007	\$63,904	\$65,258	\$66,605	\$67,957	\$69,307
9	\$61,655	\$63,007	\$63,904	\$65,258	\$66,605	\$67,957	\$69,307	\$70,656	\$72,007
10	\$63,904	\$65,258	\$66,605	\$67,957	\$69,307	\$70,656	\$72,007	\$73,358	\$75,159
11	\$66,605	\$67,957	\$69,307	\$70,656	\$72,007	\$73,358	\$75,159	\$76,506	\$77,858
12	\$69,307	\$70,656	\$72,007	\$73,358	\$75,159	\$76,506	\$77,858	\$79,657	\$81,010
13		\$73,358	\$75,159	\$76,506	\$77,858	\$79,657	\$81,010	\$82,807	\$84,159
14			\$77,858	\$79,657	\$81,010	\$82,807	\$84,159	\$85,958	\$87,759
15				\$82,807	\$84,159	\$85,958	\$87,759	\$89,560	\$91,359

APPENDIX B

SEASIDE SCHOOL EXTENDED DUTY SCHEDULE 2021-2022

1.0325

Position	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Athletic Director	\$6,376	\$6,505	\$6,631	\$6,766	\$6,898
HS-Basketball-Head					
HS-Football-Head					
HS-STEM/Robotics	\$5,704	\$5,817	\$5,938	\$6,055	\$6,177
165/3	\$5,538	\$5,648	\$5,762	\$5,873	\$5,993
HS-Wrestling-Head	\$5,371	\$5,475	\$5,586	\$5,697	\$5,811
HS-Baseball-Head					
HS-Cross Country-Head					
HS-Soccer-Head					
HS-Softball-Head					
HS-Track-Head					
HS-Volleyball-Head	\$5,031	\$5,134	\$5,240	\$5,340	\$5,452
HS-Swimming-Head	\$4,866	\$4,968	\$5,062	\$5,166	\$5,274
HS-Drama-Head					
HS-FBLA					
HS-Music-Instrumental					
HS-Music-Vocal	\$4,529	\$4,623	\$4,715	\$4,811	\$4,909
130/8	\$4,359	\$4,453	\$4,538	\$4,630	\$4,723
120/9	\$4,027	\$4,110	\$4,190	\$4,277	\$4,359
HS-Activity Coordinator					
HS-Track Assistant (Head Coach)	\$3,861	\$3,940	\$4,012	\$4,096	\$4,179
HS-Basketball-Assistant					
HS-Football-Assistant					
HS-Music Support					
HS-Strength and Conditioning					
HS-Wrestling-Assistant					
MS-After School Program	\$3,692	\$3,770	\$3,841	\$3,917	\$3,994
105/12	\$3,522	\$3,591	\$3,667	\$3,738	\$3,821
HS-Cross Country-Assistant					
HS-Golf-Head					
HS-Swimming-Assistant					
HS-Track-Assistant					
HS-Volleyball-Assistant	\$3,358	\$3,424	\$3,491	\$3,560	\$3,637
HS-Seabreeze/Yearbook-Advisor	\$3,191	\$3,251	\$3,319	\$3,380	\$3,454
HS-Baseball-Assistant					
HS-Dance Team-Head					
HS-Rally-Head					
HS-Softball-Assistant	\$3,018	\$3,080	\$3,144	\$3,205	\$3,270
HS-Track-Assistant	\$2,858	\$2,911	\$2,965	\$3,028	\$3,086

HS-Soccer-Assistant					
MS-Football-Head					
MS-Track- Head					
MS-Wrestling-Head					
MS-Basketball-Head					
MS-Volleyball-Head					
STEM/Robotics-6 th , 7 th , 8 th					
MS-P-3 Coordinator					
MS-Title I Grant Coordinator	\$2,687	\$2,739	\$2,795	\$2,853	\$2,908
75/18	\$2,524	\$2,570	\$2,619	\$2,674	\$2,725
MS-Football-Assistant					
MS-Track-Assistant					
MS-Basketball-Assistant					
MS-Volleyball-Assistant					
MS-Wrestling-Assistant	\$2,353	\$2,396	\$2,442	\$2,492	\$2,546
65/20	\$2,183	\$2,228	\$2,269	\$2,317	\$2,365
MS-Yearbook-Advisor	\$2,016	\$2,056	\$2,098	\$2,134	\$2,183
HS-Dance Team-Assistant					
HS-Rally-Assistant					
Team Leaders-6 th , 7 th , 8 th					
MS-Stem Coordinator					
Building Coordinator-Elementary					
Team Leader-Elementary	\$1,677	\$1,716	\$1,748	\$1,782	\$1,818
40/23	\$1,342	\$1,373	\$1,396	\$1,424	\$1,458
30/24	\$1,007	\$1,026	\$1,049	\$1,074	\$1,090
MS-Cross Country	\$840	\$857	\$873	\$891	\$907

APPENDIX B
SEASIDE SCHOOL EXTENDED DUTY SCHEDULE
2022-2023

1.030

Position	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Athletic Director	\$6,567	\$6,700	\$6,830	\$6,969	\$7,105
HS-Basketball-Head					
HS-Football-Head					
HS-STEM/Robotics	\$5,875	\$5,992	\$6,116	\$6,237	\$6,362
165/3	\$5,704	\$5,817	\$5,935	\$6,049	\$6,173
HS-Wrestling-Head	\$5,532	\$5,639	\$5,754	\$5,868	\$5,985
HS-Baseball-Head					
HS-Cross Country-Head					
HS-Soccer-Head					
HS-Softball-Head					
HS-Track-Head					
HS-Volleyball-Head	\$5,182	\$5,288	\$5,397	\$5,500	\$5,616
HS-Swimming-Head	\$5,012	\$5,117	\$5,214	\$5,321	\$5,432
HS-Drama-Head					
HS-FBLA					
HS-Music-Instrumental					
HS-Music-Vocal	\$4,665	\$4,762	\$4,856	\$4,955	\$5,056
130/8	\$4,490	\$4,587	\$4,674	\$4,769	\$4,865
120/9	\$4,148	\$4,233	\$4,316	\$4,405	\$4,490
HS-Activity Coordinator					
HS-Track Assistant (Head Coach)	\$3,977	\$4,058	\$4,132	\$4,219	\$4,304
HS-Basketball-Assistant					
HS-Football-Assistant					
HS-Music Support					
HS-Strength and Conditioning					
HS-Wrestling-Assistant					
MS-After School Program	\$3,803	\$3,883	\$3,956	\$4,035	\$4,114
105/12	\$3,628	\$3,699	\$3,777	\$3,850	\$3,936
HS-Cross Country-Assistant					
HS-Golf-Head					
HS-Swimming-Assistant					
HS-Track-Assistant					
HS-Volleyball-Assistant	\$3,459	\$3,527	\$3,596	\$3,667	\$3,746
HS-Seabreeze/Yearbook-Advisor	\$3,287	\$3,349	\$3,419	\$3,481	\$3,558
HS-Baseball-Assistant					
HS-Dance Team-Head					
HS-Rally-Head					
HS-Softball-Assistant	\$3,109	\$3,172	\$3,238	\$3,301	\$3,368
HS-Track-Assistant	\$2,944	\$2,998	\$3,054	\$3,119	\$3,179

HS-Soccer-Assistant					
MS-Football-Head					
MS-Track- Head					
MS-Wrestling-Head					
MS-Basketball-Head					
MS-Volleyball-Head					
STEM/Robotics-6 th , 7 th , 8 th					
MS-P-3 Coordinator					
MS-Title I Grant Coordinator	\$2,768	\$2,821	\$2,879	\$2,939	\$2,995
75/18	\$2,600	\$2,647	\$2,698	\$2,754	\$2,807
MS-Football-Assistant					
MS-Track-Assistant					
MS-Basketball-Assistant					
MS-Volleyball-Assistant					
MS-Wrestling-Assistant	\$2,424	\$2,468	\$2,515	\$2,567	\$2,622
65/20	\$2,248	\$2,295	\$2,337	\$2,387	\$2,436
MS-Yearbook-Advisor	\$2,076	\$2,118	\$2,161	\$2,198	\$2,248
HS-Dance Team-Assistant					
HS-Rally-Assistant					
Team Leaders-6 th , 7 th , 8 th					
MS-Stem Coordinator					
Building Coordinator-Elementary					
Team Leader-Elementary	\$1,727	\$1,767	\$1,800	\$1,835	\$1,873
40/23	\$1,382	\$1,414	\$1,438	\$1,467	\$1,502
30/24	\$1,037	\$1,057	\$1,080	\$1,106	\$1,123
MS-Cross Country	\$865	\$883	\$899	\$918	\$934

APPENDIX B
SEASIDE SCHOOL EXTENDED DUTY SCHEDULE
2023-2024

1.030

Position	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Athletic Director	\$6,764	\$6,901	\$7,035	\$7,178	\$7,318
HS-Basketball-Head					
HS-Football-Head					
HS-STEM/Robotics	\$6,051	\$6,172	\$6,299	\$6,424	\$6,553
165/3	\$5,875	\$5,992	\$6,113	\$6,230	\$6,358
HS-Wrestling-Head	\$5,698	\$5,808	\$5,927	\$6,044	\$6,165
HS-Baseball-Head					
HS-Cross Country-Head					
HS-Soccer-Head					
HS-Softball-Head					
HS-Track-Head					
HS-Volleyball-Head	\$5,337	\$5,447	\$5,559	\$5,665	\$5,784
HS-Swimming-Head	\$5,162	\$5,271	\$5,370	\$5,481	\$5,595
HS-Drama-Head					
HS-FBLA					
HS-Music-Instrumental					
HS-Music-Vocal	\$4,805	\$4,905	\$5,002	\$5,104	\$5,208
130/8	\$4,625	\$4,725	\$4,814	\$4,912	\$5,011
120/9	\$4,272	\$4,360	\$4,445	\$4,537	\$4,625
HS-Activity Coordinator					
HS-Track Assistant (Head Coach)	\$4,096	\$4,180	\$4,256	\$4,346	\$4,433
HS-Basketball-Assistant					
HS-Football-Assistant					
HS-Music Support					
HS-Strength and Conditioning					
HS-Wrestling-Assistant					
MS-After School Program	\$3,917	\$3,999	\$4,075	\$4,156	\$4,237
105/12	\$3,737	\$3,810	\$3,890	\$3,966	\$4,054
HS-Cross Country-Assistant					
HS-Golf-Head					
HS-Swimming-Assistant					
HS-Track-Assistant					
HS-Volleyball-Assistant	\$3,563	\$3,633	\$3,704	\$3,777	\$3,858
HS-Seabreeze/Yearbook-Advisor	\$3,386	\$3,449	\$3,522	\$3,585	\$3,665
HS-Baseball-Assistant					
HS-Dance Team-Head					
HS-Rally-Head					
HS-Softball-Assistant	\$3,202	\$3,267	\$3,335	\$3,400	\$3,469
HS-Track-Assistant	\$3,032	\$3,088	\$3,146	\$3,213	\$3,274

HS-Soccer-Assistant					
MS-Football-Head					
MS-Track- Head					
MS-Wrestling-Head					
MS-Basketball-Head					
MS-Volleyball-Head					
STEM/Robotics-6 th , 7 th , 8 th					
MS-P-3 Coordinator					
MS-Title I Grant Coordinator	\$2,851	\$2,906	\$2,965	\$3,027	\$3,085
75/18	\$2,678	\$2,726	\$2,779	\$2,837	\$2,891
MS-Football-Assistant					
MS-Track-Assistant					
MS-Basketball-Assistant					
MS-Volleyball-Assistant					
MS-Wrestling-Assistant	\$2,497	\$2,542	\$2,590	\$2,644	\$2,701
65/20	\$2,315	\$2,364	\$2,407	\$2,459	\$2,509
MS-Yearbook-Advisor	\$2,138	\$2,182	\$2,226	\$2,264	\$2,315
HS-Dance Team-Assistant					
HS-Rally-Assistant					
Team Leaders-6 th , 7 th , 8 th					
MS-Stem Coordinator					
Building Coordinator-Elementary					
Team Leader-Elementary	\$1,779	\$1,820	\$1,854	\$1,890	\$1,929
40/23	\$1,423	\$1,456	\$1,481	\$1,511	\$1,547
30/24	\$1,068	\$1,089	\$1,112	\$1,139	\$1,157
MS-Cross Country	\$891	\$909	\$926	\$946	\$962