

LICENSED UNION CONTRACT

Estacada Education Association

and

Estacada Schools No. 108

July 1, 2025- June 30, 2029



ESTACADA
—SCHOOLS—

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The Estacada School District does not discriminate on the basis of race, color, national origin, sex, sexual orientation, disability, religion or age in its programs and activities equal access to Boy Scouts and other designated youth groups. The following staff have been designated to handle inquiries regarding the non discrimination policies for the school district: Jill Bennett, Student Services Director 255 NE 6th • Estacada, OR 97023 503-630-6871

ARTICLE 1 - STATUS OF AGREEMENT

- A. The District recognizes the Estacada Education Association affiliated, with the OEA and NEA, as the sole and exclusive bargaining representative on salaries, hours and conditions of employment as set forth in current Oregon Law for all licensed personnel, including temporary personnel, counselors, speech language pathologists, behavior specialists, school psychologists, occupational and physical therapists and the school nurse(s), under contract or on leave, employed by the District. For purposes of this Article, temporary personnel are defined as individuals who are issued a temporary contract and who teach or are scheduled to teach at least 60 consecutive school days and who teach greater than one quarter of the teaching day. The Superintendent, Assistant Superintendent, Principals, Assistant Principals, supervisors, confidential employees, and substitutes are specifically excluded from the bargaining unit.
- B. The District agrees to post the contract agreement on the District's website and will email all members the contract agreement no less than 30 days after ratification.
- C. On matters of mutual concern, the Agreement may be added to, deleted from or modified only through the voluntary mutual consent of the parties, and any agreement reached shall be reduced to writing and signed by the parties as a memorandum of understanding.
- D. Separability: Except as otherwise provided in this Agreement, should any Article, section or clause of the Agreement be declared illegal by a court or agency of competent jurisdiction, said Article, section or clause as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law but the remaining Articles, section and clauses shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted Article, section or clause. Only subjects of the deleted provisions and the affected provisions shall be subject to further collective bargaining during the term of this Agreement with respect to the period covered by this Agreement.
- E. The District and the Association jointly agree that there shall be no restraint, interference, discrimination or reprisal exerted by either party of any employee involved in the administration of this Agreement.
- F. Except as specified otherwise the term educator when used hereinafter in the Agreement, shall refer to all employees represented by the Estacada Education Association in the bargaining unit as defined in paragraph A. above.

ARTICLE 2 - MANAGEMENT RIGHTS AND RESPONSIBILITIES

- A. The parties jointly recognize that pursuant to current Oregon Law, the Board has responsibilities for the formation and implementation of policies and rules governing the educational program and services of the District. No delegation of such responsibility is intended or to be implied by any provision(s) of this Agreement.
- B. Recognizing the relationship noted in Section A of this Article, the parties agree that the District retains all the customary, usual and exclusive rights, decision making, prerogatives, functions and authority connected with or in any way incidental to its responsibility to manage the affairs of the District or any part of it, consistent with Oregon Law. Rights of Educator in the bargaining unit and the Association are limited to those set forth in this Agreement or provided by Oregon statutes and the District retains all prerogatives, functions and rights not limited by the terms of this Agreement or by Oregon Law.

ARTICLE 3 - ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. Public Information

The Association shall have access to all non-confidential information necessary for its functioning as exclusive bargaining representative. The District will provide a copy of the budget and audit.

B. Board Meetings

The Association president shall receive the agenda and public information for public meetings for the School Board at the same time agendas are electronically e-mailed or mailed to School Board members. At the Association's request, time shall be given to speak at any School Board meeting provided the Superintendent has been notified one week in advance or upon Association receipt of information, whichever is later.

C. Faculty Meetings

The association representative may speak at any faculty or professional meeting with prior notification of the building principal. The time and length will be scheduled at mutually acceptable agreed time.

D. Back to School Meetings

The time for such announcements shall be determined by the principal and/or Superintendent. At the District Back to School Speech, the Association President or their designee shall be provided five minutes during the speech to present.

E. Use of School Buildings

The Association and its representatives shall have the right to use school buildings providing there is no interference with any school or community program. All such meetings shall be scheduled with the Superintendent or his/her designee. The District may make a reasonable charge when special services are required beyond normal operations.

F. Distribution Services

In accordance with all applicable laws, the Association shall be granted the use District mail and email and employee mailboxes for communications identified as Association mail. A copy of all communications to the general membership, via District email, shall be provided to the supervising administrators and the office of Human Resources at the time of distribution.

G. Job Descriptions

The District shall notify the Association in the event that changes are made to established job descriptions.

H. Association leave

1. Upon request, 5 total days of leave each year shall be provided to the Association which may be used by District Educator for Association or OEA/NEA business, usable in not less than half-day segments. The cost of substitutes, plus fixed charges, will be paid by the Association.

2. Notification of such leave shall be in writing to the office of the Superintendent with a copy to the appropriate building principal at least 48 hours in advance of the intended absence. The notification shall carry the Signature of the Association president.

I. Association Representatives

1. The Association agrees to provide the District with a list of names and positions of the officers and building representatives by September 15th of each year of the Agreement. All information provided in accordance with Section B of this Article shall be sent to the individual identified as President of the Association.

J. New Hire Orientation

1. The Association shall be given a reasonable period of time (minimum of 30 minutes) to meet with new licensed employees at the District's new hire orientation at the beginning of each school year.

K. Building Representative(s) and Principal(s) Meetings

1. Each association building representative(s) and principal(s) will establish a monthly building-level meeting. Any contractual concerns will be forwarded to the building representative(s) for discussion at the monthly meeting with the principal.
2. School principals and building representatives are encouraged to meet as needed to resolve issues involving contract implementation in the building.

L. Labor Management Committee

1. Purpose: The Committee will advise the Association and District regarding problems in interpretation or implementation of the Agreement between the District and the Association, and to discuss general issues related to employment relations. Recommended changes to the Collective Bargaining Agreement must be ratified by the District and the Association.
2. Membership: Each party will determine their own membership on the committee.
3. Meetings: The Committee shall meet at least quarterly or at the call of either party, at a mutually agreed to time and place.
4. Issues: The Committee and/or its sub-committee shall address contractual issues as well as any other issues mutually agreed to by the parties.

ARTICLE 4 - RIGHTS OF PROFESSIONAL EMPLOYEES

A. Academic Freedom

The District shall not interfere with an educator's presentation of curriculum or use of materials in the classroom unless such presentation or materials deviates from the approved course curriculum guides or District scope and sequence manuals.

B. Non-Discrimination

1. The Association and the District agree that they shall not discriminate against any employee covered by this Agreement because of age, color, race, religion, gender, gender orientation, sexual orientation, marital status, national origin or disability. All references to employees in this Agreement designates all genders.
2. The parties agree that this provision is not subject to the Grievance Procedure beyond Level Three (Board level). Members are free to pursue alleged violation of non-discrimination rights under state and federal law.

C. Evaluation of Students

The educator shall maintain the primary right and responsibility to determine grades and other evaluations of students. No grade or other evaluation shall be changed without the educator's permission, providing the educator's grading is consistent with the District's policy on grading and the educator is available to respond to inquiries regarding grades. In the event a grade is changed, the party making the change will assume accountability for the change and will notify the teacher in writing of any changes and the reasons therefore.

D. Just Cause

1. No educator in the bargaining unit shall be disciplined, reprimanded or reduced in rank or basic salary without just cause. All information forming the basis for disciplinary action will be made available to the educator and the Association at the educator's request. Any violation of this provision may be used as a basis for a grievance. However, this Section does not apply to the dismissal or non-extension of contract educators or the non-renewal or dismissal of probationary educator contracts (such matters are excluded because they are governed by the Fair Dismissal Law) nor does it apply to assignment to or retention in Extended Responsibility assignments.
2. During the first 3 years of employment, members who are not required to hold a license issued by TSPC shall be considered probationary and may be dismissed or non-renewed at the discretion of the district. For purposes of this Article, a member must work or be on an approved paid leave for at least 135 days during a year for that year to count toward satisfaction of the probationary period.
3. After 3 years of continuous employment, members who are not required to hold a license provided by TSPC as a condition of employment shall not be dismissed without cause. For this purpose, cause shall be defined as any event which constitutes inefficiency, immorality, insubordination, neglect of duty, physical or mental incapacity, conviction of a felony or of a crime involving moral turpitude, inadequate performance, or failure to comply with such reasonable requirements as the District may prescribe to show normal improvement and evidence of professional training and growth.

E. Required Meetings and Representation

If an educator is to be disciplined or given a reprimand by any member of the administration, the educator shall be given prior notice, written if possible, of the purpose of the meeting and shall be entitled to have a representative of the Association present.

F. No Reprisals

The District shall not retaliate or take adverse personnel action against any bargaining unit member who engages in Association activities, who participates in a grievance, or who reports health and safety incidents.

*The former section F, "Student Discipline has been relocated. Refer to Article 23 "Classroom Behavior and Safety," added 2025.

ARTICLE 5 - GRIEVANCE PROCEDURE

A. Purpose

The purpose of the procedure is to settle grievances at the lowest possible level. Meetings or discussions involving grievances shall be scheduled to avoid disruption of classroom instruction. The grievance proceedings will be kept as informal and confidential as may be appropriate at any level.

B. Definitions

1. The grievant shall be:
 - a. A person or persons in the bargaining unit; or,
 - b. The Association.
2. A grievance shall mean a claim by a grievant based upon an interpretation, application or violation of this Agreement.
3. A policy grievance shall mean a contention that there has been unfair or inequitable application of District policy or administrative rules or regulations. A policy grievance shall be allowed to advance to Level Three, the School Board.
4. Immediate supervisor shall mean the one who has the authority to resolve the grievance.
5. A grievance shall be submitted in writing within 20 working days of the time of the grievance or within 20 working days of the time the grievant became aware of the grievance.

C. Procedure

1. Level One - Principal Immediate Supervisor

A grievant shall first discuss the grievance with their immediate supervisor with the objective of resolving the matter informally. The grievant will identify the purpose of the meeting as being Level One of the grievance process. If the grievant is not satisfied with the informal decision of the immediate supervisor, the grievant shall submit the grievance to the building principal in writing. The building principal shall have ten (10) working days to communicate their decision in writing to the aggrieved.

2. Level Two - Superintendent

- a. If the grievant is not satisfied with the disposition of the grievance at Level One, the grievant shall submit the written grievance to the Superintendent's office no later than 10 working days from the date of the Level One decision.
- b. Appeals to the Superintendent shall be heard by the Superintendent or designee within twenty (20) working days of the receipt of the appeal. Written notice of the time and place of the meeting shall be given ten (10) working days prior thereto to the grievant, his/her representative and any other

person(s) officially involved in the grievance.

- c. Attendance at the meeting of appeal shall be restricted to persons officially involved.
- d. Within 5 days of hearing the appeal, the Superintendent or designee shall communicate to the grievant and all other parties officially present at the meeting the written decision, which shall include supporting reasons therefore.
- e. If the grievant is not satisfied with the decision of the Superintendent, the grievant may file a written appeal with the Superintendent within 5 working days from the receipt of the Superintendent's decision. The appeal shall state the grievant's reasons for appealing the decision of the Superintendent and request appeal to Level Three.

3. Level Three - School Board Level

- a. Appeals to the School Board shall be heard within 30 working days of the receipt of the appeal. Written notice of the time and place of the hearing shall be given at least seven to ten working days prior thereto, to the grievant and grievant's representative.
- b. The Board of Directors shall hear arguments of the Superintendent and the grievant. The meeting shall be heard in public or executive session as dictated by the Oregon public meetings law; as an alternative, the parties may agree to waive the meeting at the Board level. In such cases, a contractual grievance may proceed directly to arbitration. This waiver does not apply to policy grievances where the school board is the final level of appeal.
- c. Within 15 working days following the meeting, the School Board of Directors shall render a decision in writing to all official parties, which shall include the supporting reasons therefore.
- d. If the grievant is not satisfied with the School Board's decision, the grievant may appeal to Level Four, subject to the limitations of Section B, definition 2, of this Article.

4. Level Four - Arbitration

- a. If the grievant is not satisfied with the decision at Level Three, the grievant may submit the grievance to the Association for permission the limitations of Article 5, B. 2.
- b. When a timely request has been made for arbitration, the parties or their designated representatives shall attempt to select an impartial arbitrator. Failing to do so, the Association, within 10 working days of the request of arbitration, shall request the State Employment Relations Board to submit a list of 7 arbitrators. As soon as the list has been received, the parties or their designated representatives shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list and the remaining name shall act as the arbitrator. Thereafter, the parties shall be bound by the AAA rules for arbitration.
- c. The arbitrator shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a written decision to the Association and the District.

- d. The arbitrator shall have authority to consider only a claim which is based upon a specific Provision(s) of the Agreement, and shall have no right to modify, detract from or add to this Agreement. The arbitrator shall act solely in a judicial, not a legislative capacity, interpreting and/or applying the express language of a specific provision(s) of the Agreement, and shall not decide the merits or wisdom of any action or failure to act by the District but only on the contractual obligations inherent in this Agreement. Any decision of the arbitrator within the scope of this Agreement shall be final and binding on the District and the Association. If the matter sought to be arbitrated does not involve an interpretation or application of the express language of this Agreement, the arbitrator shall so rule and make no further decision.
- e. The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the District and the Association. Any other expenses incurred, except as otherwise provided in this Article, shall be paid by the party incurring same.

D. General Conditions

1. A grievant may be represented at all stages of the grievance procedure by themselves or, at their option, by a representative selected or approved by the Association. The Association shall have the right to be present and to state its view at all stages of the grievance procedure.
2. Time limits provided in these procedures may be waived by mutual written agreement.
3. Any documents, communications and records dealing with the processing of a grievance shall not be included in the grievant's personnel file.
4. The time limits referred to in these procedures are considered to be maximums. Failure at any level of this procedure by the grievant or the Association to process a grievance through each level of the procedure in the specified time limits or in accordance with procedures contained herein shall cause the grievance to be deemed abandoned. If the Arbitrator determines that the timelines have not been substantially met, the Arbitrator shall declare the grievance void.
5. Every effort will be made by the parties to avoid the unnecessary involvement of students in the grievance procedure.
6. Persons officially involved shall suffer no loss of pay.
7. Forms for processing grievances shall be prepared by the Association and will be printed and given appropriate distribution by the parties so as to facilitate operation of the grievance procedure.
8. The District will provide any information the Association needs to process the grievance, in a timely manner and no later than five days prior to a grievance process deadline.

E. Group Grievance

If a grievance affects a group or class of educators, such grievance will be filed initially at Level Two, Superintendent. The grievance shall clearly identify the members of the groups or class affected.

ARTICLE 6 - COMPLAINT PROCEDURE

A. Notification and Representation

1. Within 10 working days of receipt of the complaint or at a mutually agreeable time, the building principal and the educator shall meet to discuss the complaint.
2. The educator, at their request, may have an Association representative present at all meetings involving this procedure.

B. Procedure and Resolutions

1. If requested by the educator, the principal or designees shall attempt to arrange a meeting between the educator and the complainant. If the complaint can be resolved at this point, no record of the complaint will be retained.
2. If the complaint remains unresolved or if no meeting between the educator and the complainant is held, the complaint will be reduced to writing and signed by the complainant. A copy shall be given immediately to the educator. An unwritten or unsigned complaint shall not be processed further.
3. Upon completion of the investigation, which may not take longer than 7 working days, the administrator can determine that the complaint is without merit and should be dismissed or the administrator can determine that the matter warrants some evaluative review or some disciplinary action. Copies of the administration summary and decisions shall be given to the educator. The decision of the administrator may be appealed as set forth in the applicable District policy.
4. Any action to reprimand or otherwise discipline an employee as a result of a complaint investigation shall be by separate written document. The administrator must follow contractual discipline procedures before taking action against the employee and abide by just cause.

C. Disposition

1. A complaint may be deemed without merit by the administration at any point in this procedure. In such cases, no record of the complaint will be retained in the bargaining unit member's personnel file and any employer working file.
2. The administrator must fully process a complaint before using the evidence derived from the complaint in an evaluation of the bargaining unit member.
3. If a complaint has been substantiated and a record is to be placed in the employee's personnel file, the record shall include at least the following information; name of the employee against whom the complaint is made; the date and nature of the complaint; the name of the complainant(s); the administrative summary and the disposition of the complaint. The teacher may submit a written statement of disagreement, which will be attached to the record.

D. Grievance

Only the procedures outlined in this Article are subject to the grievance procedure.

ARTICLE 7 - IMPROVEMENT OF INSTRUCTION

A. Staff Development

The District will collect employee voice on staff development programs using the federally mandated Title II framework. The association may make recommendations. At the building level, administration will collaborate with educators in devising specific staff development programs. See Article 21.

B. Improvement of Instruction

The district, in collaboration with the association, shall develop a teacher mentor program to assist probationary 1, 2, & 3 teachers with up to 5 years experience. Upon approval by the District, probationary educators may have a third year of mentoring due to extenuating circumstances (extended absence, pandemic, etc.). This program will be based on the mission to improve student learning by supporting the development of an inspired, dedicated, and highly qualified teaching force.

Mentors will be paid an annual stipend of \$1500, split evenly in two payrolls, December and June.

C. Instructional Material Selection

The educator and administrators involved in the use of particular instructional materials will play a primary role in their selection. The District will give final approval on materials to be selected.

ARTICLE 8 - TEACHING CONDITIONS

A. Emergency Closures

1. In the event of an emergency campus closure, a virtual school day may be called by the Superintendent. This day will count as a student contact day and a contract day. All licensed members within the EEA bargaining unit will be required to participate in these days.
2. Three emergency make-up days will be added to the school year calendar every year for the purpose of making up school days and may be used at the District's sole discretion. This shall not prevent the District from making up more than three days in the event more than three are cancelled due to emergency school closure. The District will make the decision no less than 30 calendar days from the end of the school year or by the May board meeting. The District may change non-contract days if necessary. Prior to implementation, the District will consult with EEA leadership.
3. Virtual school day expectations will be sent to staff prior to October 1 each school year. If changes need to be addressed or implemented, the district shall collaborate with the EEA to develop a mutually agreed-upon solution for the following school year.

B. Preparation Periods

Educator work time provided in Article 16 is considered prep time outside of this language.

1. Each middle school and high school educator shall have in addition to their lunch period, at least 1 period per day per student contact day without assigned teaching or supervisory duties to be used for planning and preparation.
2. Each elementary educator shall have no fewer than 330 minutes per week on student-contact days specifically designated and reserved for planning and preparation. A minimum of 30 minutes of uninterrupted individual preparation time shall occur during student contact time on student days.
3. Educators assigned to more than 1 building shall have designated preparation time at least equal to the prep of one assigned building. Preparation time shall not be used to travel between buildings.
4. Bargaining unit members shall not have student supervision responsibilities during their preparation period and lunch times, including meetings. However, nothing in this language shall prohibit a bargaining unit member's voluntary choice or participation in meetings or student supervisory activities.
5. Bargaining unit members who do not receive their allotted preparation time daily or weekly shall turn in a timecard for compensation.

C. Class Size & Caseload

1. The Association shall be provided with a District class size and caseload report by class/caseload (head counts, not averages) at the same time as reports are made to the State Department of Education. Upon receipt of the state report, the Association may make recommendations for the District's consideration to rectify any imbalances in class size.

2. When funding allows, the Estacada School District will staff each building with certified classroom teachers using a 25 student to 1 classroom teacher ratio kindergarten to 4th grade and will use a 30 student to 1 classroom teacher ratio for 5th grade to 12th grade. This building FTE/staffing formula is for the entire school building population and both the district and the association recognize that some teachers may have slightly more students, while other classroom teachers may have fewer students.
 - a. Problem-solving strategies: If the classroom teacher has concerns about their current class size which exceeds 25 students (K-4) and 30 students (5-12), the District agrees to pursue the following options after consultation with the educator(s) involved to determine mutually agreeable solution(s):
 - i. Transfer/Reassignment of students;
 - ii. Additional Paraeducator time for educators;
 - iii. Developing split or blended classrooms;
 - iv. Adding certified (licensed) staff;
 - v. Other options mutually agreeable between the educator(s) and the District;
 - b. If a specialist has concerns about their current caseload, the same problem solving strategies will be followed.
 - c. The Association will be informed of any classes beyond the threshold of the District's building FTE/staffing formula via the regularly-scheduled Labor-Management Committee meeting.

D. Job Sharing

1. Job sharing shall be defined as "two staff members voluntarily sharing the responsibilities and benefits of a single position." These staff members shall be afforded all rights and privileges of the current negotiated Agreement except as follows:
 - a. All fringe benefits normally accrued by an employee are divided equally between the two persons;
 - b. All leaves normally accrued by an employee shall be earned by job share participants on a prorated basis;
 - c. If, upon evaluation by the Superintendent and Administration, job sharing is not renewed for the ensuing school year, then the two persons affected return to full-time teaching if there are vacancies. If one of the educators discontinues job sharing, the other educator must assume the full-time teaching position;
 - d. Job Share educators shall retain their rights to bump back to their previous full time or like positions(s) during the first year only. The decision to return to a full time position will be reviewed by the educator(s) and the District no later than March 1st of the same school year. If the decision is made to continue the job share for the second/ensuing year, the job share FTE status shall be assigned to the teacher(s) lay-off and recall rights based on licensure and seniority;

- e. Each job sharing educator shall be afforded the opportunity to apply for tuition reimbursement based on the part-time teacher's FTE and the number of credits agreed upon during the current school year.

E. Voluntary FTE Reduction

Voluntary FTE reduction is defined as a staff member requesting that their position be reduced . Granting the employee's request is solely at the discretion of management. Requests for voluntary FTE reduction must be made in writing, and approved by the Superintendent. Requests for voluntary staff reductions are on a permanent basis unless otherwise granted. Those who have been granted FTE reductions shall be afforded all rights and privileges of the current negotiated Agreement except as excluded below:

1. All fringe benefits normally accrued by an employee are prorated based on FTE reduction;
2. All leaves normally accrued by an employee are based on prorated FTE reduction;
3. Voluntary FTE reduction educator shall be afforded the opportunity to apply for tuition reimbursement based on the reduced teacher's FTE and the number of credits agreed upon during the current year;
4. Less than 1.0 FTE educator must attend all professional development, PLCs and conferencing same as full-time FTE educator, and shall be paid for the additional time outside their regular part-time schedule.

F. Teaching Stations

Upon request to the building principal, each educator will be provided with a desk, chair, and filing cabinet for their exclusive use. If necessary due to capacity reasons, the District reserves the right to have an educator be itinerant.

G. Workweek

The designated work year shall not exceed the equivalent of 193 working days, calculated in hours per school year. Hours may vary per day but will not exceed 1,544 hours per year. Each day will include a 30 minute duty-free lunch period. Each day will not exceed 8.5 hours.

H. Student Contact Time

The District retains the ability to adjust student contact time by providing the Association thirty (30) days prior written notice and, upon request, enter into negotiations over the proposed changes with the Association in accordance with ORS 243.698.

I. Required Online Trainings

1. The District shall pay educators their hourly rate to complete the online public school works training at the beginning of the year. Educators will be required to submit a timesheet for up to three hours and no time will be provided during in-service for these trainings.

- a. Staff members who do not complete the required training by November 1 of the respective school year, will be placed on unpaid administrative leave until such training has been completed and the transcript is turned into Human Resources. Staff who complete the training before November 1 do not need to provide a transcript.
2. Educators shall be compensated their hourly rate for any additional required training that occurs within the school year outside of a dedicated time provided by the District.

J. Evening Events

1. All staff members are expected to participate in at least 3 after school and / or evening activities per year. The building principal may designate two after school or evening activities and the educator will choose the other one after school or evening activities to attend. The building principal will notify educators of the dates they are required to attend at least three months in advance of each event to the best extent possible. Examples are:
 - Open House
 - Music Program
 - Science and/or Curriculum Fairs
 - Athletic Events
 - Dances
2. Should an educator be required by an administrator to work more than three activities during the school year, then they shall be paid their per diem rate of pay for the hours worked at each additional after-school or evening activity.
3. The administration shall publish those dates in the school's annual calendar. Schedule changes and newly added events will be communicated promptly with as much advance notice as possible. Administrators will work collaboratively with bargaining unit members if a changed or added event conflicts with an important event in their schedule.

ARTICLE 9 - VACANCIES AND TRANSFERS

A. Vacancies

1. A vacancy shall be defined for purposes of the Agreement as a situation where a licensed position is declared vacant by the administration or when the District creates a new position.
2. When a vacancy arises during the current school year or for the upcoming school year, the office of Human Resources shall upon posting, alert via email to all licensed staff that a posting has been created and posted on the website. Internal applicants shall be initially screened based on qualifications, and once qualified after screening, internal applicants shall be guaranteed an interview for the position. Applicants will be notified in person, in writing or by phone once a decision regarding the position has been reached. Vacancies during the school year shall be posted for a minimum of 3 working days before the position is filled.
3. The Association recognizes that when vacancies occur during the school year, it may be difficult to fill the vacancies from within the District without undue disruption to the existing instructional program. The administrators may determine such vacancies be filled on a temporary or substitute basis until the end of the current year at which time the position will be considered vacant.

B. Voluntary Transfers

1. Bargaining unit members who desire a change in grade and/or subject assignment may make their desire known to the building administrator. Educators who desire to transfer to another school building for the upcoming school year shall file a written statement of such desire with the Superintendent or designee no later than April 1st of the current school year. The educator should specify the reason for the desired transfer. Such a statement shall include the school building(s) to which the educator desires to be transferred. When such a request contains multiple choices, the school(s) shall be listed in order of preference. If not previously granted, applications for transfer must be renewed annually in order to remain valid.
2. If an educator has applied for a transfer to a specifically posted job vacancy and is not selected, on request the educator will receive notice of the reason(s). It is agreed that the content of a written notice is not subject to the grievance procedure.
3. Grade, subject, building, school activity assignments and activities assigned under Article 17 (H) of the Agreement shall be made by the District based upon the needs of the District and the qualifications of the individual educator to fulfill those needs. Such assignments shall not be subject to the provisions of the Grievance Procedure of this Agreement.

C. District Initiated Transfers

1. An educator who is being considered for a District initiated transfer shall be notified no fewer than 15 days prior to the transfer. Prior to selecting an educator to be involuntarily transferred, the District will consider seniority and qualifications. Within the first 5 days following notification, the educator(s) being considered for a District Initiated transfer will be provided with a scheduled time to discuss with administration their concerns and desire or lack of desire to transfer. Within 5 days following this discussion (no less than 10 days into the 15 day notification window), the educator(s) will be notified if

they will be involuntarily transferred. An exception to the 15 day rule may be made during the first 2 weeks of school if a transfer is initiated because of student enrollment changes at which time a District initiated transfer may occur. A transferred educator shall be entitled to confer with the Superintendent or designated representative to discuss said transfer and receive written reasons therefore. In the event an educator is to be involuntarily transferred, the educator shall be notified at least 1 workday prior to notification to the general staff.

2. Prior to any transfer, the District is required to give written notice of transfers to both the bargaining unit member and the Association.
3. When a transfer includes a move of the bargaining unit member's physical work space, up to 16 hours of pay at their hourly rate will be paid outside of student contact time. The member will be responsible for turning in a signed timesheet.

ARTICLE 10 - LAY-OFF/RECALL

A. Lay-off

1. The District shall determine when a lay-off is necessary and which programs will be affected. However, the District agrees that such layoffs shall be implemented in accordance with the following procedure:
 - a. When the District determines that a lay-off is necessary, it shall notify the Association. Affected educators shall be notified at least 30 calendar days prior to the effective date of the lay-off. In the event of school closure due to lack of funds, however, the notice shall be 10 calendar days.
 - b. In the implementation of a lay-off, the District shall follow all law and policy and will consider licensure, and seniority, and may consider merit, or competence. Competence shall mean the ability to teach a subject or grade level based on recent teaching experience related to that subject or grade level within the past 5 years, or educational attainments, or both, but not based solely on being licensed to teach. The District may consider a teacher's willingness to undertake additional training or pursue additional education in deciding upon questions of competence if they have completed training and testing to become highly qualified prior to the beginning of the contract year. "Merit" means the measurement of one teacher's ability and effectiveness against the ability and effectiveness of another teacher. The District's judgment is final and binding.

B. Implementation

1. The District shall make every reasonable effort to transfer the educator whose assignments are eliminated to other positions for which they are properly licensed and highly qualified as defined by federal and state regulations.
2. The lay-off order shall be determined on the basis of seniority, subject to proper licensure, and at the District's option, merit or competence, with the least senior person being laid off first.
3. Seniority is defined as the length of service dating from the first day of contract service as a teacher in the Bargaining Unit from the most recent date of hire, inclusive of all approved leaves of absence. All approved leaves of absences shall count toward seniority. Seniority shall not accrue during the period of lay-off but such periods of lay-off will not break the accumulated seniority.
4. If an educator with less seniority is to be retained, the burden of proof rests with the District as to the less senior educator's competence or merit.
5. Educators whose assignments are eliminated may "bump" a less senior educator providing the educator who is bumping holds proper licensure, and meets the merit or competence of the District for the position, subject to the limitations of A1(b) above.

C. Recall

1. Recall shall be by inverse order of layoff; subject to proper licensure, and seniority, as defined by federal and state regulations. The District may consider merit or competence criteria listed in Section A1(b), above, in making recall decisions.

2. Notice of recall shall be sent via US mail and e-mail to the last address given to the Human Resources office by the educator. An educator shall have 10 calendar days from the date the notice of recall was sent to notify the District of their intent to return. The educator must report on the starting date specified by the District, providing the reporting date is no greater than 60 calendar days from the date the notice of recall was received. If the recalled employee is not required to give 60 calendar days notice to a current employer, the employee will contact the Human Resources office for an earlier date to return to work. Failure to notify the District of intent to return or to return to work within the time limits shall be considered the resignation of said educator.
3. Educators who are laid off from the District shall be eligible for recall as outlined above for a period of 27 months after the effective date of their lay-off unless they:
 - a. Resign, in such an event a written resignation shall be sent to the District;
 - b. Fail to return when recalled as described above.
 - c. Any educator who does not accept a recall per the above provisions will lose all further recall rights and will be deemed to have resigned from District employment. Any educator not recalled pursuant to this Article within 27 months of layoff will be deemed to have resigned from District employment.
4. If a laid-off employee accepts or rejects recall to a position less than the position originally held, the unit member does not waive the right to be recalled to a position equivalent to that held at the time of layoff.

D. Lay-Off Benefits

1. The District shall provide to laid-off probationary educators fringe benefits as established in this Agreement for 30 calendar days. The District shall provide the laid-off contract educator the aforementioned benefits for 60 calendar days. These benefits take effect the first of the month following the last date worked. For the balance of the 27 month period during which educators are eligible for recall, those educators may continue to pay for their own fringe benefits under plans currently in effect within the District subject to the rules and terms of the insurance carriers.
2. The District shall have no obligation to provide these fringe benefits to a laid-off educator who secures employment outside the District and receives fringe benefits from the new employer.
3. Bargaining unit vacancies may be filled by the District if no laid-off educator is qualified for the position. The first qualification shall be proper licensure as defined by state regulations.

E. Appeal

1. An appeal from the District's decision regarding lay-off or recall under this Section shall be by the grievance procedure with the following substitutions and limited to restrictions set forth in ORS 342.934 (7).

2. The appeal must be filed in writing with the Human Resources office within 20 working days of the educator's receipt of the notice of lay-off;
3. The first meeting on the appeal shall be a Level Two hearing. A record of that meeting shall be made and retained and a written decision based on facts presented at the meeting shall be made.
4. If the Level Two decision is appealed, it shall proceed immediately to Level 4, Arbitration. An appeal from a decision on reduction in staff or recall under this section shall be by arbitration under the rules of the Employment Relations Board or by a procedure mutually agreed upon by the employee representatives and the employer. The results of the procedure shall be final and binding on the parties. Appeals from multiple reductions may be considered in a single arbitration. The arbitrator is authorized to reverse the staff reduction decision made by the district only if the district:
 - a. Exceeded its jurisdiction;
 - b. Failed to follow the procedure applicable to the matter before it;
 - c. Made a finding or order not supported by substantial evidence in the whole record; or
 - d. Improperly construed the applicable law.

F. Revenue Reduction

The employment relationship between the bargaining unit members and the District shall continue during the period(s) of any school closure(s) due to lack of sufficient funds or due to loss of revenue to the extent described in this Article. The District, with Board approval, retains the right to determine the necessity of any school closure and to determine the severity of the loss of sufficient funds or other revenue loss. The parties agree that during any such periods of school closure, the provisions of this layoff and recall article will be utilized; the District acknowledges that the bargaining unit members will be temporarily laid off rather than dismissed or non-renewed.

ARTICLE 11 - EVALUATION

A. General Procedures

1. The purpose of evaluation is to allow the District to determine an educator's development and growth in the teaching profession and to evaluate the performance of teaching responsibilities and to improve instruction.
2. Evaluations of educators shall be in accordance with State law, (which currently incorporates SB 290: Rubrics, Standards, and Calendar) as prescribed in the Licensed Educators Evaluation Handbook.
3. Any proposed changes in the policy, rubrics, standards, or calendar by the District or Association, shall first be presented to a Joint Evaluation Consultation Committee, composed of 3 administrators appointed by the Superintendent and 3 licensed members appointed by the Association. The Committee shall review all proposals and shall, by majority vote, make recommendations to the Superintendent, who may elect to forward the proposal to the School Board for its consideration or return it back to the committee for further review. Either party may call forth the committee to convene within 30 calendar days of the receipt of the written notification.
4. Failure to follow the procedures in the Evaluation Handbook is a grievable matter which may be processed up to and including arbitration, but the substance of an evaluation, including content in a guided plan or program of assistance for improvement, shall not be subject to the grievance procedure.
5. Prior to October 1, the District shall provide training over the procedures, expectations, and timelines of the evaluation process to members scheduled for summative evaluations during the school year.
6. The District shall provide the same confidentiality of electronic evaluation files that it provides for personnel files, in accordance with law.

B. Evaluation Requirements and Criteria

1. Each educator shall be formally evaluated at least annually, based on a minimum of two (2) observations and additional relevant evidence in alignment with adopted rubrics and standards.
2. The District shall implement an evaluation process that includes:
 - a. Clearly defined job descriptions and performance standards;
 - b. A pre-evaluation conference that includes the setting of performance goals;
 - c. An evaluation based on written criteria;
 - d. A post-evaluation conference, including discussion of results and the presentation of a letter of concern or development of a written Program of Assistance for Improvement (PAI), if needed;
 - e. The optional use of peer assistance when appropriate and mutually agreed upon. Peer assistance shall remain confidential and inadmissible in any disciplinary proceeding without mutual consent.

3. Evaluators shall hold valid TSPC licenses, and all evaluation documentation shall be signed by both the supervisor and the educator, with a copy provided to the educator and filed in their personnel record.
4. Evaluations shall be placed in the educator's personnel file only after reasonable notice, and the educator shall have the right to submit a written response to any evaluation, reprimand, or related documentation, which shall also be included in the file.

C. Letter of Concern

1. A Letter of Concern will be issued to any licensed educator when performance deficiencies are identified and deemed unsatisfactory by an administrator. For a contract educator, they will be given 45 working days to improve before being placed on a PAI. For a probationary educator, they will be given 45 working days to improve performance before being issued a notice of non-renewal and/or dismissal due to inadequate performance.
2. The educator shall have the right to union representation during any meetings regarding the issuance, discussion, or response to a Letter of Concern.
3. No more than 3 categorical deficiencies shall be identified in any single Letter of Concern.
4. Each statement of deficiency and all recommended strategies for improvement shall be directly related to established District performance standards.
5. The educator shall have the right to respond in writing to the Letter of Concern. Any such response shall be attached to the Letter and placed in the educator's personnel file.
6. During the 45 days when the district is making decisions regarding contract renewal, the evaluator must complete any combination of between 2 to 4 formal and/or informal observations.
7. If at the end of the 45 day period the district decides to non-renew the probationary educators contract, the educator may appeal, in writing, the non-renewal notice to the school board as provided under ORS 342.835

D. Program of Assistance for Improvement (PAI)

1. If an educator's performance is deemed unsatisfactory or deficient, the District may implement a Program of Assistance for Improvement (PAI).
2. The PAI shall:
 - a. Be based on District performance standards;
 - b. Include no more than 3 categorical deficiencies;
 - c. Specify the steps and resources required to remediate deficiencies, such as: videotaped lessons, release time, substitutes, professional development, peer support, instructional coaching, or other resources;

- d. Include at least 2 formal observations and 3 to 6 informal observations, with pre-observation meetings to establish expectations;
3. The educator shall have the right to union representation during any meeting related to the PAI and may attach a written rebuttal to the finalized plan.
4. If at the conclusion of a PAI, the educator's performance is still unsatisfactory, the educator will be notified in writing that dismissal or non-extension of contract will result. A meeting to present this letter shall include union representation if requested by the educator.

E. Personnel File Access and Maintenance

1. Evaluation reports shall be permanently maintained in the personnel files of the District.
2. Educators shall have the right to inspect their personnel file, including the ability to submit written responses to any documents placed in the file.
3. The District shall adopt clear rules governing access to personnel files, including rules specifying who may inspect files on behalf of school officials or the board.
4. Any disciplinary action or charge resulting in placement in the personnel file shall remain a permanent part of the record, and the educator shall have the right to attach a written response.

ARTICLE 12 - PERSONNEL FILES

A. General

The files shall be housed in a location made known to the educator. The District shall permit an educator access to and the right to inspect and acquire copies of the educator's personnel file . A representative of the Association may accompany and assist the educator in this regard, if the educator so requests. The educator shall pay the "true cost" of any copying request.

B. Material

1. An educator may make a written statement relating to any matter placed in the educator's personnel file and such educator's statement shall be placed in the personnel file.
2. No written evaluation, reprimand, warning, complaint or other disciplinary action will be placed in an educator's personnel file unless the educator has had the opportunity to review such material and receive a copy. The material shall be signed by the educator before it is placed in the educator's personnel file. Should the educator refuse to sign the material, the Principal or other administrator will sign and date the document acknowledging the educator's refusal to sign. The educator's signature on the copy to be filed does not necessarily indicate agreement with the contents thereof.

ARTICLE 13 - PAID LEAVES

A. Sick Leave

Educators who are absent because of personal illness or non-job related injury, or any other reason set forth in the Oregon Sick Time Law, which prevents the educator from working during normal school hours shall receive compensation on account of sickness during such absence in accordance with the provisions and reservations pertaining to sick leave allowances.

1. All educators shall be granted 85 hours of sick leave during the school year. In the case of educators who begin service after the beginning of the school year, sick leave will be pro-rated and credited for the entire year at the beginning of service. Any educator on a contract beyond the regular contract year shall receive 8.5 hours of additional sick leave per 20 working days of additional employment or portion thereof. Sick leave shall be credited to educators on the first day of the school year. However, if an educator terminates during a school year and has used more sick leave than should have been accrued, the value thereof will be deducted from the educator's final check.
2. Total sick leave which can be accumulated by any educator under this agreement for sick leave shall be unlimited.
3. An educator who has accumulated sick leave during employment in another Oregon school district shall, upon proper verification, be allowed to transfer up to 75 sick leave days to Estacada School District. In addition, sick leave use will be deducted from the District acquired leave first and transferred in sick leave second. However, the transfer of sick leave from another Oregon district shall not be effective until the educator has completed thirty 30 working days in the Estacada School District.
4. For purposes of determining PERS retirement benefits the educator's total transfer of sick leave shall be unlimited according to current Oregon Law.
5. Any educator who is absent because of illness or injury for 5 or more consecutive work days, or due to a serious health condition requiring intermittent absence, may be required by their supervisor to file with the Human Resources office medical documentation of such illness or injury and the appropriate leave forms applicable under federal and state family medical leave laws.
6. The educator returning from any illness, injury or disability may be required to submit to a medical examination or other medical evaluation at the expense of the District to determine whether that individual is medically fit to assume their teaching responsibilities.
7. To secure credit for sick leave pay, the educator will follow the district policy regarding recording district absences.
8. Sick leave may be used for non-emergency medical, dental or ocular appointments when absence during teaching hours is necessary.
9. At the option of the employee, in cases of time lost from job-related accidents, accumulated sick leave benefits will pay the difference between the employee's regular pay and the amount paid by State Accident Insurance Fund until said accumulated sick leave benefits have been exhausted. The

difference will be divided by the employee's hourly wage to compute the number of hours of sick leave to be deducted.

10. Bargaining Unit members are required to use any accrued paid leave, including sick leave, personal leave, family leave before taking leave without pay in accordance with District policy.

B. Sick Leave Pool

The following guidelines will be utilized for a member applying to access the pool who has exhausted their sick leave days. The following criteria shall establish how many Sick Leave Pool days a member may withdraw:

1. The pool is limited to a total of 150 days. The Executive Board of the EEA is responsible for administering the pool and for tracking the balance available. The EEA will have a three-person review board to determine eligibility.
2. The window to donate sick leave days will open each year on the first day of inservice and go through October 15th. Only new members will be permitted to donate unless the pool is below 50 days, at which time the pool will be reopened to all members to make donations.
3. If the leave pool is reopened to all members to make donations, members must donate to maintain their eligibility.
4. Any member who has donated leave into the pool is eligible to draw from the pool if they have exhausted all of their accumulated sick days; however, they may apply before all leave is used up.
5. The District agrees that they will store and be responsible for the security of all Confidential Medical Records used to determine approval status. The Executive Board of the EEA may require proof of need (such as a doctor's note to support approval of a draw request).
6. Pool days may be used for members who are absent because of personal illness or non-job related injury, or any other reason set forth in the Oregon Sick Time Law.
7. Each member will receive an "Intent to Participate/Release of Liability" form, on which they may choose to pledge between 1 or more sick days into the pool, or may choose not to participate during the current pledge cycle. Only sick leave for the employee is eligible for contribution.
8. New members will automatically be eligible to participate in the pool until the beginning of the next school year when a new donation window is opened. At that point they will be subject to the same conditions as any other member.
9. Awarded sick leave will only be credited after the District received written approval from EEA. In order for contributions to be credited for the subsequent month, such notification must be received in Payroll by the last working day of the month.

C. Bereavement Leave

1. Leave with full pay shall be allowed up to a maximum of 5 consecutive workdays for each death in the immediate family during any school year. Immediate family shall be defined as follows:
 - a. Spouse or domestic partner;

- b. Biological, adopted, or foster child;
 - c. Parent, brother, or sister;
 - d. Parent-in-law; and
 - e. Grandparent, and grandchild.
 - f. Pregnancy loss or failed fertility treatment
2. In accordance with the Oregon Family Leave Act (OFLA), bereavement leave can last up to two weeks per family member as defined by statute. Members shall, at their discretion, be able to use accrued sick leave and/or personal leave for such additional leave. OFLA bereavement leave must be completed within 60 days of the employee receiving notice of the death. Pursuant to Family Medical Leave (FMLA) and OFLA, for all other definitions of "Immediate Family" not listed above, the employee will be allowed to use their sick leave and/or personal leave if available, during part or all of the 2 week period.
 3. A maximum of 1 day of paid bereavement leave per school year shall be granted for the death of an employee's close friend/co-worker with verification.
 4. Bereavement leave shall not accumulate from one year to the next. However, at the discretion of the Superintendent, and in conjunction with immediate supervisor approval, additional unpaid days may be granted.

D. Paid Time Off (PTO)

1. 42.5 hours of Paid Time Off (PTO) will be granted to use per year. Requests for PTO shall be made at least 3 days in advance notice, except in an emergency. PTO can be used for family illness with less than three days notice. At the end of each school year, the employee shall be paid 100% of the daily substitute rate for each unused PTO day (at 8.5 hours/day).
2. The District reserves the right to limit the number of educators to 10 to be gone on any given day. The district shall approve PTO requests in the order it receives the requests. Approval of PTO requests shall be automatic unless there are more than 10 educators requesting PTO on a given day. In the event that more than 10 educators have requested PTO on a given day, the District reserves the right to deny further PTO requests. The District must confirm or deny PTO requests the next business day.

E. Jury Duty

1. Educators called for Jury Duty will normally be expected to serve during the period for which they are summoned. A copy of the subpoena shall be filed with the District Payroll office.
2. The District may provide a substitute for the days an educator reports for Jury Duty during the school year in accordance with established procedures for educator absences.
3. The District will release the educator without loss of pay for service as a juror on days for which the educator is scheduled to work during the normal work year. The provisions of this section do not apply during holidays, recess periods or other leave or during employment on extended contract. If the educator receives a fee, excluding mileage fee, for Jury Duty services, a copy of such fee shall be forwarded to the Payroll Office and will be deducted from the employee's next paycheck.

4. Upon mutual agreement by the educator and administrator, an excuse from Jury Duty may be requested for an educator by the District.
5. The employer must provide paid leave to bargaining unit members who are subpoenaed to appear as a witness in a case involving the employer.

F. Professional Leave

1. Professional leave may be granted by the principal or Superintendent or their designee.
2. Leave granted for professional reasons will not be counted against personal leave or other leaves.
3. Professional leave may be granted for licensed members who also coach extracurricular activities.

G. Military Leave

1. Military leave will be granted in accordance with Federal and/or Oregon State Laws.

ARTICLE 14 - UNPAID LEAVES OF ABSENCE

A. General Procedures

1. No advancement on the salary schedule will be given for unpaid leaves of absence in excess of 60 contract days, except as required by law.
2. Educators who desire an unpaid leave of absence shall submit a written request to the Superintendent, via the building principal" for review and determination. Granting such leaves are at the total discretion of the District. Requests for family illness leave not covered by sick leave shall be processed in accordance with the relevant state and federal statutes. All leaves which are granted shall be in writing specifying the beginning and termination dates of the leave. During such leaves the educator shall have the option of continuing all fringe benefits at their own expense provided the agreement with the carrier permits.
3. Educators on an unpaid leave of absence of less than 30 contract days may receive full fringe benefits during such leave.
4. Educators on leave shall notify the Human Resources office by March 1st prior to the beginning of the next school year of their intent to return from leave. Failure to notify the District no later than March 1st will be considered a resignation unless such leave has been extended by the Superintendent.
5. All benefits to which an educator was entitled at the time the leave of absence commenced and which are currently in effect for the educator, including unused accumulated sick leave shall be restored to that Educator upon their return.
6. When an educator on leave returns to the District in the same year in which they took leave, a decision shall be made by the building principal in consultation with the educator whether that educator shall be returned to the same or comparable position.

B. Parental/Child Care Leave

1. Parental/Child Care Leave will be granted in accordance with Federal and/or Oregon State Laws and District policy. (Current law provides employees up to 12 weeks of available sick leave.)
2. As per Article 14, A2, the employee may request a leave of absence.

ARTICLE 15 - MILEAGE ALLOWANCE

A. Out-of-District Travel

1. Employees are encouraged to use a district vehicle when available. If a district vehicle is either unavailable or "out of service" as designated by the Transportation Supervisor, pre-approved travel in a personal vehicle will be reimbursed at the current IRS rate.
2. Employees who choose to use their own vehicles for district-approved travel will be reimbursed at the current IRS reimbursement rate. This must be approved by their supervisor, via the reimbursement request.

B. In-District-Travel

Mileage reimbursement for intra-district building-to-building travel, including travel to and from Summit Learning Charter, will not be awarded without prior approval of the supervisor

ARTICLE 16 - EDUCATOR WORK YEAR

A. General

Subject to the provisions of Article 10, Layoff/Recall, the educator work year shall not exceed the hourly equivalent of 193 work days.

1. Six (6) paid holidays:
 - a. Labor Day;
 - b. Veterans Day;
 - c. Thanksgiving;
 - d. Martin Luther King Jr's Day;
 - e. Presidents' Day; and
 - f. Memorial Day.
2. The work year shall consist of the following:
 - a. Student Contact Days: No more than 180 student contact days.
 - b. Professional Development Days: Up to 5 District-Directed Professional Development Days scheduled both before student contact and during the school year may be used by the District to assist staff in professional development activities. Administrator directed professional development shall be planned with consideration of individual, team, building and District needs.
 - c. Parent Teacher Conferences: Up to 4 Parent-Teacher Conference Days. If the educator's conference schedule is not full, the time shall be work time.
 - d. Unit Member Work Days: 4 work days / 1 day per quarter. These four days will be reserved for educator preparation and grading; free from any required meetings or activities, except that one (1) hour of each day may be used for building staff meetings; and students shall not be in attendance during this time.
 - i. The District and Association agrees to allow employees the option to report to work remotely on grading days. Administration can require an individual educator to report to work in person on unit member work days if the direct administrative supervisor deems that the individual educator is not satisfactorily completing an objective list of requirements that were communicated to the individual educator ahead of time.
 - ii. A minimum of 8 hours at the beginning of the school year shall be provided for bargaining unit members to prepare for the year. This work time shall be provided in no less than four hour increments. If needed, an elementary bargaining unit member may time card for an additional two hours of beginning of year preparation time at the member's hourly rate. This additional time must be pre-approved by the building administrator.

3. The District shall provide 6-hour Responsive Extension Intervention Development Days (REID) throughout the year, as designated on the official school calendar. The REID days will be comprised of the following:
 - a. 2 hours student contact time for targeted student intervention/enrichment
 - i. Building Administrators and Teacher Leadership Teams will identify the process in which the educator will select students, establish frequency, and expectations.
 - b. 2 hours designated as District/school time
 - c. 2 hours licensed educator work time
 - i. Includes 30 minute duty free lunch; employees will be provided the option to work remotely for these 2 hours.
 - ii. The 90 minutes of licensed educator work time will be considered uninterrupted prep time for all unit members and is not included in the minutes provided in Article 8.
4. Weeks that consist of a holiday will shift student contact days to maintain a 4 day student week unless otherwise designated on the official school calendar. Staff will not have a REID Day within these weeks, and will not receive the additional prep time provided in this article in these weeks.

B. School Calendar

1. The Association shall be given the opportunity to review and provide input on the employer's school year calendar prior to adoption.
2. Educators are expected to work and be available during designated contract hours per the approved school calendar. If educators are unable to work during contract hours, the applicable leave will be entered into the absence management system. Administration can require an individual educator to report to work in person if the district administrative supervisor deems that the individual educator is not satisfactorily completing an objective list of requirements that were communicated to the individual ahead of time.

ARTICLE 17 - PROFESSIONAL COMPENSATION

A. Salary Schedule

1. The Salary Schedule for FY 2025-2026 is attached as Appendix A-1, and shall be the 2024-2025 salary schedule increased by 5%. Normal salary advancement both horizontal and vertical shall apply to those eligible.
2. The Salary Schedule for FY 2026-2027 is attached as Appendix A-2, and shall be the 2025-2026 salary schedule increased by 5%. Normal salary advancement both horizontal and vertical shall apply to those eligible.
3. The Salary Schedule for FY 2027-2028 is attached as Appendix A-3, and shall be the 2026-2027 salary schedule increased by 5%. Normal salary advancement both horizontal and vertical shall apply to those eligible.
4. The Salary Schedule for FY 2028-2029 is attached as Appendix A-4, and shall be the 2027-2028 salary schedule increased by 5%. Normal salary advancement both horizontal and vertical shall apply to those eligible.
5. The employee will pay the PERS/OPSRP 6% employee portion.
6. The District does not agree to provide employees any particular level or type of retirement benefit, but only to participate in the public employees retirement plans and make contributions as required by law.
7. To the extent allowed by law, retiring employees will receive credit for unused sick leave for the purpose of calculating final average salary for PERS/OPSRP retirement benefits.
8. The employee's "final average salary" will be reported pursuant to ORS 237.003 (2006).

B. Salary Schedule Placement

Educator shall be placed on the appropriate step on the salary schedule taking into consideration the following:

1. Degree Status: Employees shall receive credit for advancement on the salary schedule only for courses taken subsequent to completion of their bachelor's degree as shown on official transcripts. For purposes of placement on the appropriate vertical column, all references are to quarter hours. (One semester hour equates to 1.5 quarter hours.)
2. Upon verification, educators new to the District shall be credited with all teaching experience. For experience placement on the salary schedule, when a bargaining unit member works 135 days or more at .5 FTE or greater in a school year in a contracted licensed position, the work shall fulfill the requirements for a bargaining unit member to receive credit for one year of experience. Credit may be allowed for non-teaching or other experience when such experience has direct application to the bargaining unit member's duties.

3. Bargaining unit members new to the district have until November payroll of the year in which they are hired to provide all necessary documents for correct salary placement. documents received after November 30th will not be taken into consideration for salary schedule placement and the bargaining unit member's placement will be considered final. Bargaining unit members hired after the start of the school year will be granted 90 days from their date of hire to provide all such documents to human resources.

C. Salary Schedule Advancement

1. If an educator is under contract for less than 135 contract days, they will not advance to the next step on the salary schedule.
2. Educators qualifying for educational advancement on the salary schedule must submit official transcripts and a Request for Educational Advancement form by the first calendar day of the month in order for salary to be modified for that month's payroll. Educational advancement submitted after the first day of the month will be processed with the following month's payroll.

D. Career and Technical Education (CTE) and Professional Industry Teacher Salary Placement

Educators who are hired beginning with the 2018/2019 school year in CTE teaching positions who are required to have a CTE license, or those who do not possess a TSPC license, shall be placed on the salary schedule as herein specified:

1. Vertical Salary Placement

- a. Certification shall qualify an educator for placement on the BA column.
- b. Prior teaching experience, plus any journeyman or equivalent experience, shall be recognized on a one-to-one ratio with no maximum limit.
- c. For those areas which do not have a journeyman, or equivalent classification system, experience at a level required for Oregon Career and Technical Certification shall be recognized as a journeyman experience on a one-to-one ratio.

2. Horizontal Salary Placement

- a. College hours used for column placement may have been earned before or after journeyman training, but may not have been earned as a part of a journeyman training period, or its equivalent.
- b. Educators shall be given horizontal placement according to the following criteria:
 - i. BA-BA+45 = 45 credits from any college, university, or 450 hours of district approved. industry specific professional development coursework or combination thereof.
 - ii. BA+60-MA = 60 credits from any college, university, or 600 hours of district approved industry specific professional development coursework or combination thereof.
 - iii. BA+84-MA+24 = 84 credits beyond a Bachelor's degree, 24 credits beyond a Master's degree from any college, university, 840 hours of district approved industry specific professional development coursework or combination thereof beyond a Bachelor's degree or 240 hours of

district approved industry specific professional development coursework or combination thereof beyond a Master's degree.

- iv. BA+105-MA+45 = 105 credits beyond a Bachelor's degree, 45 credits beyond a Master's degree from any college, university, 1050 hours of district approved industry specific professional development coursework or combination thereof beyond a Bachelor's degree, or 450 hours of district approved industry specific professional development coursework or combination thereof beyond a Master's degree.
- v. 10 hours of district approved industry specific professional development courses will equate to 1 college credit for purposes of vertical salary schedule placement.
- vi. CTE bargaining unit members new to the district have until the November payroll of the year in which they are hired to provide all necessary documents for correct salary placement. Documents received after November 30th will not be taken into consideration for salary schedule placement and the bargaining unit member's placement will be considered final. Bargaining unit members hired after the start of the school year will be granted 90 days from their date of hire to provide all such documents to human resources.

E. Payday

- 1. Payday for employees covered by this Agreement shall be the 15th day of each month. If the fifteenth falls on a weekend, the payday will be the Friday preceding the 15th.
- 2. Employees will be provided 12 checks over 10 months - September - June. Employees will receive their checks for June on June 15th. In addition to the regularly scheduled June 15th paycheck, employees covered by this Agreement will receive two additional checks in the month of June. The first will be provided on their last contract day per the board approved calendar. The second check will be provided on June 30 and will include any additional hours worked in June and any amounts owed due to unused personal leave as indicated in Article 13.

F. Teacher Substitution

- 1. High School/Middle School: If an educator is absent, other educators having preparation periods may be requested to supervise the affected classes at their regular hourly rate of compensation per class. If it is impossible to obtain a regular substitute, educators having preparation periods may supervise the absent educator's total teaching load.
 - a. Pre-planned activities: If the absence is a pre-planned absence, at least one (1) week's notice will be given. Special circumstances (such as makeup games) may necessitate shorter notice.
 - b. Emergency: As much advance notice as possible shall be given to the educator who will supervise the classes(s).
- 2. Elementary: If a regular classroom educator is absent and the District is unable to hire a substitute educator or reassign a specialist or other licensed District employee to cover the class, the class may be divided between or among other classroom educators. The bargaining unit member who is substituting will be additionally paid their regular hourly rate commensurate with actual hours worked as a substitute.

G. Duties Outside the Workday

1. When an educator is required to perform duties beyond the regular workday or year, the educator will be compensated at the rates listed below, depending upon the type and nature of the work. Staff members requested to work beyond the normal workday shall have the option of being paid as outlined below or taking trade time at a time mutually agreed to by the staff member and immediate supervisor. This does not apply to extra-duty/extra-curricular assignments listed in Appendix B or time scheduled under Article 8, Section (G), of this Agreement.
2. All compensations to bargaining unit members from grants under the jurisdiction of the District shall also conform to the rates listed below.
3. There shall be 2 minimum levels of compensation for EEA members doing extended work under this Section.
 - a. Professional Rate: no less than $.0008539 \times$ current base salary (column 1, step 1 of the licensed salary schedule) per hour. This rate will be paid when the member is using some professional expertise or education training. This may include curriculum development, lesson planning, and other work, etc.
 - b. Instructional Rate: no less than the individual's hourly rate, based on the current salary schedule. This rate will be paid when the member is involved in instructional activities similar to those in the regular classroom. This may be summer or evening classes or work in any instructional setting.

H. Extra Duty/Extra Curricular Schedule

1. Payment for extra duty work shall be in accordance with Appendix, B-1, B-2, B-3, B-4.
 - a. Athletic coaches: teams who advance to the OSAA playoffs that extend beyond the regular season will receive a prorated stipend based on the number of weeks they continue to coach. The additional payment will be made to the coaches in one payment after the season is ended. This payment does not extend to any volunteer coaches.
 - b. At the head athletic coach's discretion, stipends may be split between two coaches. Coaches will be notified prior to the start of the season.
 - c. When a head coach resigns, is terminated, or otherwise removed from their Duty as head coach, the entire coaching staff will also be removed. nothing in this article shall prevent the coaches from reapplying.
 - d. All head coaches will also be required to have one person on staff who is certified as a Type 20 Driver. The District will provide the necessary training and pay for any fees associated with meeting this requirement Failure to comply will result in the immediate removal of the head coach.

2. The following positions may be issued contracts that extend beyond 193 days

a. Middle/High School Counselor

b. Agriculture Teacher

c. Improvement Coach

I. Elementary Music

The District expectation is that there will be 2 music programs per year at each elementary building, with half the grade levels involved in each program. Music educators who, with the mutual agreement of their administrator, prepare more than two 2 music programs per year at each building will be reimbursed at their hourly rate for each additional program(s), to a maximum of 20 hours per program.

J. Non-Classroom Staff

Non-Classroom Bargaining Unit Members assigned to cover classes in the absence of a substitute shall be paid the regular hourly rate of pay commensurate with the number of hours that such coverage is provided by the educator. In this situation, the member is expected to perform their normal duties missed during the day, after hours. Non-instructional staff assigned to cover a class will be assigned on a rotational basis and bargaining unit members will have the right to refuse such assignment.

K. Specialists

Specialists such as learning specialists, speech pathologists, school psychologists, or any member who manages a special education caseload of students shall receive an annual stipend of \$3000 to be spread out over 10 equal payments. This stipend shall be in lieu of any additional payment for hours worked outside contract hours.

L. Teacher on Special Assignment (TOSA) Stipends

1. The District may select and designate a licensed bargaining unit member as a TOSA. The District will compensate a bargaining unit member who is acting in the capacity of a TOSA for after hour and beyond contract hour duties a stipend for their time. TOSA duties will not exceed three weeks outside of the normal contract year for the bargaining unit member. The district will compensate a licensed bargaining unit member, working as a TOSA, who is selected to receive the stipend as noted above, \$7,000 annually to be spread out over 12 monthly payments.
2. TOSA, Athletic Director will receive a stipend based on step one of the High School Varsity Coach stipend amount at the first column for each season - Fall, Winter, Spring they are the TOSA, Athletic Director.

M. National Board Stipends

In recognition of achieving and maintaining National Board Certification or its equivalent, the District shall pay the bargaining unit member an annual stipend of 12.88% of current Licensed Salary Schedule, column 1, step 1, to be prorated over 12 months. If the certification is awarded mid-year, the stipend shall be prorated on the basis of the number of contract days remaining in the school year.

N. Longevity Stipends

In recognition of service and commitment, the District shall pay a bargaining unit member who has been with the district for at least 10 years, or any bargaining unit member who has been with the district for at least 3 years and is at the final vertical step of the salary schedule, an annual stipend of 5% of current Licensed Salary Schedule, column 1, step 1, to be prorated over 12 months.

ARTICLE 18 - FRINGE BENEFITS

A. General Procedures

The District insurance package shall contain the following insurance benefits:

1. Long term disability for employee only; (Employee pays, outside of cap)
2. Employee only life insurance;
3. Up to full family medical/hospitalization;
4. Up to full family dental with orthodontia rider;
5. Up to full family vision.

B. Insurance Committee

The Association shall be represented on a District-wide Insurance Committee that will review and choose carrier(s) on an annual basis. The District is required to annually provide a benefit and rate summary to each bargaining unit member.

C. District Contributions

1. The District shall contribute for each full-time bargaining unit member the following monthly amounts:
 - Beginning October 1, 2025 - \$1,623 (4 % increase).
 - Beginning October 1, 2026 - \$1,688 (4% increase).
 - Beginning October 1, 2027 - \$1,756 (4% increase).
 - Beginning October 1, 2028 - \$1,862 (6% increase).
2. All contributions from the District shall be pooled. All pool calculations shall be made by the District and confirmed by the Association. The pool shall be re-calculated bi-annually (October and March) and adjustments made as necessary.
3. All employees covered by this Agreement who work one-half time or more but less than full time shall have their contributions prorated, based on the number of hours worked.
4. Employees shall receive insurance coverage through Oregon Educators Benefit Board (OEBB). Individuals may elect to waive certain benefits other than those mandated by the District.
5. If the Insurance Pool is insufficient to meet the monthly premiums of the needed insurance coverage for all unit members, then the Association may select 1 or more of the following options, with timely notice to the District:
 - a. Authorized payroll deductions for some or all unit members;
 - b. Other adjustments mutually agreeable to the Association and the District.

6. Insurance benefits shall be provided for 12 consecutive months. For employees who terminate employment during the school year, benefits shall continue until the end of the month in which the termination occurred. For employees who complete the full school year and who terminate employment after the completion of the school year, benefits shall continue through September 30th, unless coverage is obtained from another employer prior to that date.
7. Section 125 - Flexible Spending Account (Employee pays, outside of cap)
 - a. The District will provide a pre-tax benefit plan for all bargaining unit members. The plan will allow bargaining unit members to defer tax on the maximum income allowed by law and for all the purposes allowed by law.
 - b. Any administrative fee not paid for by the carrier shall be paid by the participating bargaining unit members. All members will have the opportunity to sign up annually.

ARTICLE 19 - MEMBERSHIP DUES DEDUCTIONS

A. Authorization

1. Membership dues are continuous from year-to-year unless revoked in writing by the employee in the EEA bargaining unit. An employee shall notify EEA and OEA in writing to revoke membership in the Association and no longer have dues deducted from paychecks. (See paragraph F. Withdrawal of Dues Deduction Authorization below for specific information).
2. Prior to the first dues deduction of the school year and then for any employee who becomes a member of the Association after the start of the school year, the Association shall notify the District of bargaining unit members who have elected to have dues deducted from their paychecks and shall identify the dues to be deducted from each. The Association shall also notify the District when a bargaining unit member should no longer have dues deducted. The District shall enact dues deductions changes on the pay period following notification in accordance with the District's "cut-off-date" (which is typically the last day of the month) for payroll processing.
3. For any new employee who was an Association member at their prior place of employment, the District shall backdate dues to their hire date.

B. Association Dues

1. Total Estacada Education Association (EEA) dues shall be deducted equally from the first paycheck in September. Dues for OEA/NEA shall be deducted in 11 consecutive, equal payments commencing with the second paycheck.
2. If a bargaining unit employee commences employment after the start of the school year and becomes a member of the Association, prorated OEA/NEA dues shall be deducted in accordance with the district's "cut-off-date" (which is typically the last day of the month) for payroll processing. Total Estacada Education Association (EEA) dues shall be deducted equally from the first paycheck after becoming a member of the Association.

C. Remittance of Dues Checks

1. EEA dues payments will be deducted in the September paycheck each school year and shall be remitted to the EEA Treasurer, along with a register identifying the deductions made from each member's paychecks.
2. Within 10 days after each pay period starting in October each school year, the District shall send to OEA an Excel-compatible register of the NEA/OEA dues, including voluntary Association contributions, deducted from each member's paycheck.
3. Within 10 days after each pay period starting in October, the District shall send to OEA, in a single payment, the combined NEA and OEA dues, including voluntary Association contributions, deducted for the month.

D. Employee Information

1. Each month, the District shall provide to the OEA Membership Specialist an Excel-compatible database of each employee in the bargaining unit (active members only). Whenever a new employee is hired into the bargaining unit, the District shall notify the OEA Membership Specialist and the Association within 10 days of hire.
2. The District shall promptly notify the OEA Membership Specialist whenever an employee in the bargaining unit is placed on an unpaid leave, retires, is laid off, resigns, or changes their name.

E. Indemnification

1. The Association agrees to indemnify, defend and hold the District harmless from employee or former-employee claims, orders or judgments against the District concerning the dues deductions procedures outlined in this agreement. The Association's obligations are contingent upon the District:
 - a. giving the Association at least two-week's notice, in writing, of any claim; and
 - b. fully cooperating with the Association and its designated counsel in the defense of the claim. The Association's obligation does not extend to criminal allegations or District conduct that would constitute an Unfair Labor Practice. In the event the District properly invokes this paragraph, the Association will provide the attorney to defend against the claim. In the event the District wishes to use its own attorney, the District will pay the fees and costs of said attorney.

F. Withdrawal of Dues Deduction Authorization

A bargaining unit member may request to drop membership and cease payroll deduction for dues by writing a letter to the Oregon Education Association (OEA). Such a request must be delivered to OEA prior to the first day of October of any year for it to be effective October 1st of ensuing year.

ARTICLE 20 - SITE BASED COMMITTEES

The District agrees to follow the applicable Oregon laws and administrative regulations when implementing site committees.

ARTICLE 21 - PROFESSIONAL GROWTH AND DEVELOPMENT

A. Tuition Reimbursement Regulations

The amount of reimbursement will be limited to the tuition rates in effect at Portland State University at the time of attendance or the actual tuition, whichever is less, unless the course is taken at the University of Oregon, at which time that tuition shall determine the amount of reimbursement. Reimbursement shall be for a maximum of 9 quarter hours each fiscal year upon presentation of evidence of satisfactory completion of the course provided that:

1. The course(s) included are part of an approved program sanctioned by the building principal.
2. Course(s) approved must have a direct application to the current teaching assignment. Exceptions may be granted of the building principal or supervisor. Administrative courses must be approved by the Superintendent.
3. Individual educators are to plan with their immediate supervisor a program outlining the subject areas in which they plan to take course(s) in their individual program(s) of self-improvement. Copies of the approved program will be filed with the building principal.
4. Pre-approval has to be given by the staff member's building principal/supervisor and the superintendent on the Tuition Payment/Reimbursement Request Form prior to enrollment in the course. Failure to take this step will invalidate the claim for reimbursement.
5. Reimbursement is available to probationary and contract educators in the Estacada Schools. Part-time educators shall be reimbursed on a prorated basis.
6. Reimbursement payments will be made only to those educators who are actually in the employ of the District or who are on a paid leave of absence at the time payment is made. Educators who are on an unpaid leave of absence are not eligible for reimbursement of tuition.
7. Satisfactory completion of a college course by the educator involved shall be interpreted to mean a grade of "C" or above for any under-graduate or graduate course. Any course taken on a pass/fail basis must have prior approval of the principal/supervisor and the superintendent.
8. Tuition reimbursement benefits are generally not available to temporary employees. However, support for course work for temporary employees may be available from other professional development funds, upon approval of the principal or supervisor.
9. In-District college credit course(s) which are offered and paid for by the District shall count as part of the 9 quarter hours allowed each staff member each year, provided such class(es) are not required by the administration.
10. College credit courses which are required by the administration shall not be charged against the tuition fund amount and shall not count as part of the 9 quarter hour unused allowances.
11. Educators will be reimbursed for any courses taken and completed before July 1st from that year's budget. Any course taken after July 1st will be reimbursed from the next year's budget.

12. The District will prepay for courses that meet these requirements for fall and winter terms only providing the educator completes the necessary procedures at least 14 days prior to registration. In the event any employee resigns or fails to complete the course, the prepayment shall be withheld from the educator's final check or their June check, whichever occurs first.
13. Prepayment of tuition is not available for spring or summer terms. Reimbursement shall be made within a reasonable time frame (up to 14 business days) following submission of appropriate paperwork.
14. All employer-required professional development must occur during the regular workday and work year or employees may be compensated on a prorated basis.

B. Tuition Fund

The District shall establish a Tuition Fund of \$60,000 for each year of this agreement. This fund shall be available to reimburse and/or pre-pay tuition costs of unit members who meet the conditions of Section A above.

C. National Board Certification

1. The District encourages all licensed employees to consider the challenges of pursuing National Board Certification or its equivalent in a specialized field (speech pathology, school psychologist, etc.)
 - a. It is agreed that a Certificate of Clinical Competence (CCC) from the American Speech Language Hearing Association (ASHA) is the equivalent of the National Board Certification for purposes of Article 21.0.
 - b. Further issues of equivalency of advanced certification in specialized area will be determined by the parties upon request of petitioning member(s).
2. The District will pay all tuition costs remaining after outside scholarships and grants have been exhausted for any employee accepted into the program.
3. Tuition reimbursement benefits as outlined in Section A above are available for this program. In addition, the District will support the employee with the release time/substitute time necessary to participate fully in the program. Additional costs for classes, books, travel and related expenses will be paid by the District if not covered from outside sources.
4. Any employee who receives National Board Certification (or its equivalent) and received District financial support in completing this program will commit to spend at least 5 school years in Estacada after the year in which National Board Certification was received. If the employee voluntarily leaves the District prior to this time, a prorated amount of the District's costs will be assessed against the employee. Exceptions to this include extenuating circumstances such as military deployment or medical circumstance.

D. Professional Development Units

1. Reimbursement or prepayment may be made for educator conferences, workshops, and career and technical (CTE) courses such as factory or industry schools, that are in alignment with the District's core four priorities and upon prior approval by the supervisor.
2. 10 clock hours or 10 Professional Development Units equal 1 credit hour and credit hours shall apply toward advancement on the salary schedule. The District will reimburse registration costs for educator conferences, workshops, or CTE courses if the hours are converted into credits applicable toward salary schedule advancement.

E. Destination High Performance

1. The District shall ensure equitable opportunities to participate in Professional Development and disclose the use of DHP funds to educators.

ARTICLE 22 - DISTRICT RETIREMENT STIPEND, INCENTIVE BASED STIPEND, AND RE-EMPLOYMENT OPTION

- A. Stipend* will be phased out for educators with fewer than 10 years employment with the District as of July 1, 2006.
1. Educators who have completed at least 15 years with the District and qualify for retirement benefits from the Public Employees Retirement System (PERS) shall qualify for a District retirement stipend.
 2. For employees who meet the qualifications in Section A above and wish to retire, the District will pay a monthly stipend of \$425 per month for a maximum of 4 years.
 3. Payment shall be terminated prior to the expiration of the terms specified in this Section if any of the following occur:
 - a. Death of the employee
 - b. Employment with a PERS entity which voids or reduces the individual's PERS retirement benefits;
 - c. Eligible for Medicare benefits (age 65), even though the individual may not apply for benefits.
 4. Educators exercising this option must give notice thereof in writing to the Human Resources office at least 60 calendar days prior to the retirement date.
 5. Educators electing to take part in this retirement program may continue group medical and dental insurance coverage at their own expense subject to the approval of the insurance carrier.
 6. Any teacher on this program who files for unemployment benefits shall forfeit any and all benefits granted by this Article.

B. Incentive Based Stipend

1. Educators who have been employed with the District a minimum of ten years and who have accrued a minimum of 720 hours of sick leave in the Estacada School District may qualify for the Incentive Based Retirement Program. Further, in accordance with Article 13, Paid Leaves, Educators who have transferred (and verified) sick leave days from other Oregon School Districts (up to 75 sick leave days) to Estacada School District, may request to use those additional sick leave days to qualify for the Incentive Based Stipend.
2. Educators must be at least 52 years old to be eligible to withdraw the Incentive Based Stipend. Employees who meet the qualifications and wish to retire may qualify for the following stipend:

720 sick leave hours = \$500.00 for maximum of 48 months
900 sick leave hours = \$600.00 for maximum of 48 months
1200 sick leave hours = \$750.00 for maximum of 48 months
3. Educators who qualify for both the District Retirement Stipend and the Incentive Based Stipend may only select one from which to participate. Educators who elect to use the PERS formula that includes the transfer of accrued sick leave, will forfeit, for the purposes of the Incentive Based Stipend, any hours transferred for PERS calculations.

4. Payment shall be terminated prior to the expiration of the terms specified in this Section if there is death of the employee.
6. It is the responsibility of the employee to notify the District no less than 60 calendar days prior to their intent to draw upon the Incentive Based Stipend.
7. Educators electing to take part in this Incentive Based Stipend may continue group medical and dental insurance coverage at their own expense subject to the approval of the insurance carrier.
8. Any educator on this program who files for unemployment benefits shall forfeit any and all benefits granted by this Article.
9. This Incentive Based Program will be reviewed annually to evaluate the status of the program.

C. Re-Employment Option

1. Employees who choose to retire during their current contract year may be re-hired to finish the current contract year under the following conditions.
 - a. Employees will be notified of whether or not they will be re-hired within 30 days after they have submitted their letter of intent to the Superintendent for District retirement. They may withdraw that application within 10 days of said notification.
 - b. If selected for rehire, a unit member may continue to work as a temporary employee at her/his current contracted salary and benefits for a period not to exceed her/his current contracted work year.
 - c. Unit members may not carry over unused paid sick leave beyond their retirement date; however, they will earn 1 day of sick leave for each month worked upon re-employment.
 - d. Employees may defer any contractual District retirement benefits for which they are eligible until the end of their work contract; or, at their option, they may elect their District retirement benefits at the time of their retirement.
2. Employees who retire from the Estacada School District and who are subsequently re-hired by the District are members of the bargaining unit represented by the Estacada Education Association (EEA). All contractual rights and benefits under the Collective Bargaining Agreement will be afforded to re-employed unit members, except those rights and/or benefits expressly set forth below as exclusions.
 - a. Article 10 - Layoff/Recall; Article 11 - Evaluation; Article 21 - Tuition Reimbursement Sections A & B.
3. The District will not forward payments to PERS for the re-employed unit member who is already drawing PERS benefits.
4. After retirement and for the entire period during which they are re-employed by the District, bargaining unit members will work no more than an aggregate of 1,039 hours per calendar year.
5. For purposes of Articles 9 (Vacancies and Transfers) and 10 (Layoff/Recall) of this Agreement, retirements under this Article will not be deemed to have created a vacancy in a bargaining unit position until the retired/re-hired employee completes the temporary contract period at the end of the school year.

ARTICLE 23 - CLASSROOM BEHAVIOR AND SAFETY

A. General

1. In accordance with Oregon Revised Statutes (ORS) Chapter 339 and Estacada School District policy, this article affirms the rights and responsibilities of educators to maintain safe and orderly classrooms and learning environments. The District and Association recognize that student behavior and safety are fundamental to effective teaching and learning.
2. Student discipline shall be implemented in alignment with district policy and applicable state and federal law.
3. Administrators are entrusted with discretion to apply appropriate disciplinary actions based on the context of each incident, in collaboration with educators and with attention to equitable practices.
4. The District is required to annually update and publish the student behavioral manual in a format that bargaining unit members can easily access.
5. Each worksite administrator must annually review discipline, safety, and room-clear procedures with bargaining unit members before the first day of school. The worksite administrator will also provide each educator with a copy of the classroom discipline procedures manual at the beginning of each school year.
6. Bargaining members will have access to all relevant academic and behavioral information in PowerSchool. At the start of the school year, case managers and counselors will communicate caseload information to the pertinent staff members.

B. Documentation and Data Use

1. 3 times a year, in the fall, winter and spring, behavioral data separated by building will be presented to the Association during labor management meetings. During this time, the district and association can discuss trends and discrepancies to analyze the systems in place to adjust those systems accordingly.
2. Educators are required to document behavioral referrals using the district's platforms and protocols.
3. Administrators are responsible for any additional reporting or data entry required by the district.
4. Behavioral data, including frequency of referrals of referrals and interventions, shall be analyzed at the site level to inform systems of support and equity across student groups.

C. Roles and Responsibilities

1. All educators share responsibility for promoting positive behavior and supporting interventions that are developmentally appropriate and culturally responsive, as outlined in the licensed teacher job description.
2. Educators may request administrator or designee support when a student's behavior substantially disrupts the learning environment or presents a safety concern.

D. Procedure

1. Every reasonable effort will be made to ensure an administrator or designee is available during the student day to handle student discipline problems.
2. When, in the judgment of an educator, a student is, by their behavior disrupting the instructional program to the detriment of themselves and/or others, the educator will take appropriate action, including the right to remove a student from class as a last resort and sending the student to the office for administrator intervention.

E. Support for Educators and Classroom Safety

1. Educators shall have the right to request additional support, such as counseling services, behavior intervention plans, or alternative classroom placements for students with persistent disciplinary issues.
2. If proper procedures are not followed, employees shall have the right to formally escalate concerns to the district level or other designated oversight body for review.
3. The district will provide educators with training aligned with district policy.
4. Educators shall not be subject to disciplinary action or retaliation for making appropriate referrals or seeking support in the interest of student well-being and classroom safety, provided that such actions align with professional responsibilities and district policies, The district recognizes these actions as an essential part of maintaining a safe and supportive learning environment.

ARTICLE 24 -DURATION OF AGREEMENT

- A. This agreement shall be effective July 1, 2025 and shall remain in effect through June 30, 2029.
- B. The Board agrees to enter into negotiations with the Association by January 15th of the last year of this collective bargaining agreement over a successor agreement in accordance with the procedures set forth herein in a good-faith effort to reach agreement concerning educators' salaries, hours, terms and conditions of employment. The parties agree that any agreements so negotiated will be reduced to writing and signed by the Board and the Association.
- C. The District and Association agree to a re-opener of articles 8 "Teaching Conditions" and article 16 "Educator Work Year" in Spring 2027.

Signed August 13, 2025

For the Board:

For the Association:

Board Chair

Shellie Adams, EEA President

APPENDIX A-1

Licensed Salary Schedule				
2025/2026				
	BA-BA+45	BA+60-MA	BA+84-MA+24	BA+105-MA+45
A	\$58,219	\$60,886	\$63,652	\$66,467
B	\$60,404	\$63,074	\$65,836	\$68,649
C	\$62,584	\$65,254	\$68,022	\$70,834
D	\$64,769	\$67,438	\$70,202	\$73,016
E	\$66,952	\$69,620	\$72,386	\$75,199
F	\$69,135	\$71,804	\$74,567	\$77,383
G	\$71,318	\$73,985	\$76,753	\$79,567
H	\$73,503	\$76,169	\$78,937	\$81,749
I	\$75,684	\$78,356	\$81,119	\$83,933
J	\$77,868	\$80,536	\$83,302	\$86,116
K	\$80,053	\$82,721	\$85,486	\$88,299
L	\$82,235	\$84,903	\$87,668	\$90,484
M	\$84,420	\$87,086	\$89,853	\$92,665
N	\$86,663	\$89,269	\$92,037	\$94,849
O	\$88,966	\$91,507	\$94,220	\$97,034
P	\$91,330	\$93,800	\$96,454	\$99,217
Q*	\$93,756	\$96,152	\$98,742	\$101,449

- *Starting in 2025-26, add row “Q” for vertical steps, and all columns reach this step.
- COLA is 5% from approved 2024 / 2025 salary schedule

APPENDIX A-2

Licensed Salary Schedule				
2026/2027				
	BA-BA+45	BA+60-MA	BA+84-MA+24	BA+105-MA+45
A	\$61,130	\$63,930	\$66,835	\$69,790
B	\$63,424	\$66,228	\$69,128	\$72,081
C	\$65,713	\$68,517	\$71,423	\$74,376
D	\$68,007	\$70,810	\$73,712	\$76,667
E	\$70,300	\$73,101	\$76,005	\$78,959
F	\$72,592	\$75,394	\$78,295	\$81,252
G	\$74,884	\$77,684	\$80,591	\$83,545
H	\$77,178	\$79,977	\$82,884	\$85,836
I	\$79,468	\$82,274	\$85,175	\$88,130
J	\$81,761	\$84,563	\$87,467	\$90,422
K	\$84,056	\$86,857	\$89,760	\$92,714
L	\$86,347	\$89,148	\$92,051	\$95,008
M	\$88,641	\$91,440	\$94,346	\$97,298
N	\$90,996	\$93,732	\$96,639	\$99,591
O	\$93,414	\$96,082	\$98,931	\$101,886
P	\$95,897	\$98,490	\$101,277	\$104,178
Q*	\$98,444	\$100,960	\$103,679	\$106,521

- *Starting in 2025-26, add row “Q” for vertical steps, and all columns reach this step.
- COLA is 5% from approved 2025 / 2026 salary schedule

APPENDIX A-3

Licensed Salary Schedule				
2027/2028				
	BA-BA+45	BA+60-MA	BA+84-MA+24	BA+105-MA+45
A	\$64,186	\$67,127	\$70,176	\$73,280
B	\$66,595	\$69,539	\$72,584	\$75,686
C	\$68,999	\$71,943	\$74,994	\$78,094
D	\$71,408	\$74,350	\$77,398	\$80,500
E	\$73,815	\$76,756	\$79,806	\$82,907
F	\$76,221	\$79,164	\$82,210	\$85,315
G	\$78,628	\$81,568	\$84,620	\$87,723
H	\$81,037	\$83,976	\$87,028	\$90,128
I	\$83,442	\$86,387	\$89,434	\$92,536
J	\$85,849	\$88,791	\$91,840	\$94,943
K	\$88,258	\$91,200	\$94,248	\$97,350
L	\$90,664	\$93,606	\$96,654	\$99,759
M	\$93,073	\$96,012	\$99,063	\$102,163
N	\$95,546	\$98,419	\$101,471	\$104,571
O	\$98,085	\$100,886	\$103,878	\$106,980
P	\$100,691	\$103,415	\$106,341	\$109,387
Q*	\$103,366	\$106,008	\$108,863	\$111,848

- *Starting in 2025-26, add row “Q” for vertical steps, and all columns reach this step.
- COLA is 5% from approved 2026 / 2027 salary schedule

APPENDIX A-4

Licensed Salary Schedule				
2028/2029				
	BA-BA+45	BA+60-MA	BA+84-MA+24	BA+105-MA+45
A	\$67,396	\$70,483	\$73,685	\$76,944
B	\$69,925	\$73,016	\$76,213	\$79,470
C	\$72,449	\$75,540	\$78,744	\$81,999
D	\$74,978	\$78,068	\$81,268	\$84,525
E	\$77,505	\$80,594	\$83,796	\$87,052
F	\$80,032	\$83,122	\$86,321	\$89,580
G	\$82,559	\$85,647	\$88,851	\$92,109
H	\$85,089	\$88,175	\$91,379	\$94,635
I	\$87,614	\$90,707	\$93,905	\$97,163
J	\$90,142	\$93,230	\$96,432	\$99,690
K	\$92,671	\$95,760	\$98,961	\$102,217
L	\$95,197	\$98,286	\$101,487	\$104,747
M	\$97,727	\$100,813	\$104,016	\$107,271
N	\$100,323	\$103,340	\$106,544	\$109,800
O	\$102,989	\$105,931	\$109,071	\$112,329
P	\$105,726	\$108,585	\$111,658	\$114,856
Q*	\$108,534	\$111,308	\$114,306	\$117,440

- *Starting in 2025-26, add row “Q” for vertical steps, and all columns reach this step.
- COLA is 5% from approved 2027 / 2028 salary schedule

APPENDIX B-1

EXTRA DUTY SALARY SCHEDULE 2025-2026			
Based on BA-BA+45, Step A	Years of Experience Coaching at Level* Hired For:		
\$58,219.00	0-3 yrs	4 - 7 yrs	>7 years
Athletic Coaches			
Level 1: HS Varsity Head Coach, 16%	\$9,315.04	\$9,547.92	\$9,786.61
Football, Volleyball, Soccer, Wrestling, Basketball, Track, Baseball, Softball			
Level 2: HS Varsity Head Coach -12%	\$6,986.28	\$7,160.94	\$7,339.96
XCountry, Dance, Cheer, Tennis, Golf, Swim, Unified, Flag Football			
Level 3: HS Assistant, 11%	\$6,404.09	\$6,564.19	\$6,728.30
Varsity Assistant, Head JV and Var Assistant			
Level 4: HS Assistant - 9%	\$5,239.71	\$5,370.70	\$5,504.97
JV Assistant, JV2			
Level 5: Middle School, 7%	\$4,075.33	\$4,177.21	\$4,281.64
Head Coach			
Level 6: Middle School, 3.5%	\$2,037.67	\$2,088.61	\$2,140.82
Assistant	*Longevity for coaching is 2.5% between columns		
Advisors - Level I	\$5,821.90	\$7,568.47	\$9,315.04
HS Music/Drama/Band/Student Council/Activities	10.00%	13.00%	16.00%
Advisors - Level 1A	\$2,910.95	\$4,075.33	\$5,239.71
MS Music	5%	7%	9%
Advisors - Level II	\$1,746.57	\$2,328.76	\$2,910.95
FFA/National Honors/CTE/VICA/FBLA/Peer Tutoring/Yearbook/Pianist	3.00%	4.00%	5.00%
Advisors - Level III (flat fee)			
All Class/Club Advisors/Costumer/Choreographer	\$500.00	\$600.00	\$700.00
TOSA, Instructional Coach	\$7,000.00		
Leadership Coach	\$3,000.00		
Online Education	\$3,100.00		
Other:			
National Board Certification 12.88% of BA-BA+45, Row A	\$7,498.61		
Mentor Stipend	\$1,500.00		
Caseload Stipend	\$3,000.00		
Professional/Curriculum Hourly Rate .0008539 x BA-BA+45, Row A	\$49.71		
9th Grade Success (Grant dependent)	\$750.00		
Longevity Stipend** 5% of BA-BA+45, Row A	\$2,910.95		
**Eligible employees only per Article 17			

APPENDIX B-2

EXTRA DUTY SALARY SCHEDULE 2026 - 2027			
Based on BA-BA+45, Step A	Years of Experience Coaching at Level* Hired For:		
\$61,130.00	0-3 yrs	4 - 7 yrs	>7 years
Athletic Coaches			
Level 1: HS Varsity Head Coach, 16%	\$9,780.80	\$10,025.32	\$10,275.95
Football, Volleyball, Soccer, Wrestling, Basketball, Track, Baseball, Softball			
Level 2: HS Varsity Head Coach -12%	\$7,335.60	\$7,518.99	\$7,706.96
XCountry, Dance, Cheer, Tennis, Golf, Swim, Unified, Flag Football			
Level 3: HS Assistant, 11%	\$6,724.30	\$6,892.41	\$7,064.72
Varsity Assistant, Head JV and Var Assistant			
Level 4: HS Assistant - 9%	\$5,501.70	\$5,639.24	\$5,780.22
JV Assistant, JV2			
Level 5: Middle School, 7%	\$4,279.10	\$4,386.08	\$4,495.73
Head Coach			
Level 6: Middle School, 3.5%	\$2,139.55	\$2,193.04	\$2,247.86
Assistant	*Longevity for coaching is 2.5% between columns		
Advisors - Level I	\$6,113.00	\$7,946.90	\$9,780.80
HS Music/Drama/Band/Student Council/Activities	10.00%	13.00%	16.00%
Advisors - Level 1A	\$3,056.50	\$4,279.10	\$5,501.70
MS Music	5%	7%	9%
Advisors - Level II	\$1,833.90	\$2,445.20	\$3,056.50
FFA/National Honors/CTE/VICA/FBLA/Peer Tutoring/Yearbook/Pianist	3.00%	4.00%	5.00%
Advisors - Level III (flat fee)			
All Class/Club Advisors/Costumer/Choreographer	\$500.00	\$600.00	\$700.00
TOSA, Instructional Coach	\$7,000.00		
Leadership Coach	\$3,000.00		
Online Education	\$3,100.00		
Other:			
National Board Certification 12.88% of BA-BA+45, Row A	\$7,873.54		
Mentor Stipend	\$1,500.00		
Caseload Stipend	\$3,000.00		
Professional/Curriculum Hourly Rate .0008539 x BA-BA+45, Row A	\$52.20		
9th Grade Success (Grant dependent)	\$750.00		
Longevity Stipend** 5% of BA-BA+45, Row A	\$3,056.50		
**Eligible employees only per Article 17			

APPENDIX B-3

EXTRA DUTY SALARY SCHEDULE 2027 - 2028			
Based on BA-BA+45, Step A	Years of Experience Coaching at Level* Hired For:		
\$64,186.00	0-3 yrs	4 - 7 yrs	>7 years
Athletic Coaches			
Level 1: HS Varsity Head Coach, 16%	\$10,269.76	\$10,526.50	\$10,789.67
Football, Volleyball, Soccer, Wrestling, Basketball, Track, Baseball, Softball			
Level 2: HS Varsity Head Coach -12%	\$7,702.32	\$7,894.88	\$8,092.25
XCountry, Dance, Cheer, Tennis, Golf, Swim, Unified, Flag Football			
Level 3: HS Assistant, 11%	\$7,060.46	\$7,236.97	\$7,417.90
Varsity Assistant, Head JV and Var Assistant			
Level 4: HS Assistant - 9%	\$5,776.74	\$5,921.16	\$6,069.19
JV Assistant, JV2			
Level 5: Middle School, 7%	\$4,493.02	\$4,605.35	\$4,720.48
Head Coach			
Level 6: Middle School, 3.5%	\$2,246.51	\$2,302.67	\$2,360.24
Assistant	*Longevity for coaching is 2.5% between columns		
Advisors - Level I	\$6,418.60	\$8,344.18	\$10,269.76
HS Music/Drama/Band/Student Council/Activities	10.00%	13.00%	16.00%
Advisors - Level 1A	\$3,209.30	\$4,493.02	\$5,776.74
MS Music	5%	7%	9%
Advisors - Level II	\$1,925.58	\$2,567.44	\$3,209.30
FFA/National Honors/CTE/VICA/FBLA/Peer Tutoring/Yearbook/Pianist	3.00%	4.00%	5.00%
Advisors - Level III (flat fee)			
All Class/Club Advisors/Costumer/Choreographer	\$500.00	\$600.00	\$700.00
TOSA, Instructional Coach	\$7,000.00		
Leadership Coach	\$3,000.00		
Online Education	\$3,100.00		
Other:			
National Board Certification 12.88% of BA-BA+45, Row A	\$8,267.16		
Mentor Stipend	\$1,500.00		
Caseload Stipend	\$3,000.00		
Professional/Curriculum Hourly Rate .0008539 x BA-BA+45, Row A	\$54.81		
9th Grade Success (Grant dependent)	\$750.00		
Longevity Stipend** 5% of BA-BA+45, Row A	\$3,209.30		
**Eligible employees only per Article 17			

APPENDIX B-4

EXTRA DUTY SALARY SCHEDULE 2028 - 2029			
Based on BA-BA+45, Step A	Years of Experience Coaching at Level* Hired For:		
\$67,396.00	0-3 yrs	4 - 7 yrs	>7 years
Athletic Coaches			
Level 1: HS Varsity Head Coach, 16%	\$10,783.36	\$11,052.94	\$11,329.27
Football, Volleyball, Soccer, Wrestling, Basketball, Track, Baseball, Softball			
Level 2: HS Varsity Head Coach -12%	\$8,087.52	\$8,289.71	\$8,496.95
XCountry, Dance, Cheer, Tennis, Golf, Swim, Unified, Flag Football			
Level 3: HS Assistant, 11%	\$7,413.56	\$7,598.90	\$7,788.87
Varsity Assistant, Head JV and Var Assistant			
Level 4: HS Assistant - 9%	\$6,065.64	\$6,217.28	\$6,372.71
JV Assistant, JV2			
Level 5: Middle School, 7%	\$4,717.72	\$4,835.66	\$4,956.55
Head Coach			
Level 6: Middle School, 3.5%	\$2,358.86	\$2,417.83	\$2,478.28
Assistant	*Longevity for coaching is 2.5% between columns		
Advisors - Level I	\$6,739.60	\$8,761.48	\$10,783.36
HS Music/Drama/Band/Student Council/Activities	10.00%	13.00%	16.00%
Advisors - Level 1A	\$3,369.80	\$4,717.72	\$6,065.64
MS Music	5%	7%	9%
Advisors - Level II	\$2,021.88	\$2,695.84	\$3,369.80
FFA/National Honors/CTE/VICA/FBLA/Peer Tutoring/Yearbook/Pianist	3.00%	4.00%	5.00%
Advisors - Level III (flat fee)			
All Class/Club Advisors/Costumer/Choreographer	\$500.00	\$600.00	\$700.00
TOSA, Instructional Coach	\$7,000.00		
Leadership Coach	\$3,000.00		
Online Education	\$3,100.00		
Other:			
National Board Certification 12.88% of BA-BA+45, Row A	\$8,680.60		
Mentor Stipend	\$1,500.00		
Caseload Stipend	\$3,000.00		
Professional/Curriculum Hourly Rate .0008539 x BA-BA+45, Row A	\$57.55		
9th Grade Success (Grant dependent)	\$750.00		
Longevity Stipend** 5% of BA-BA+45, Row A	\$3,369.80		
**Eligible employees only per Article 17			