

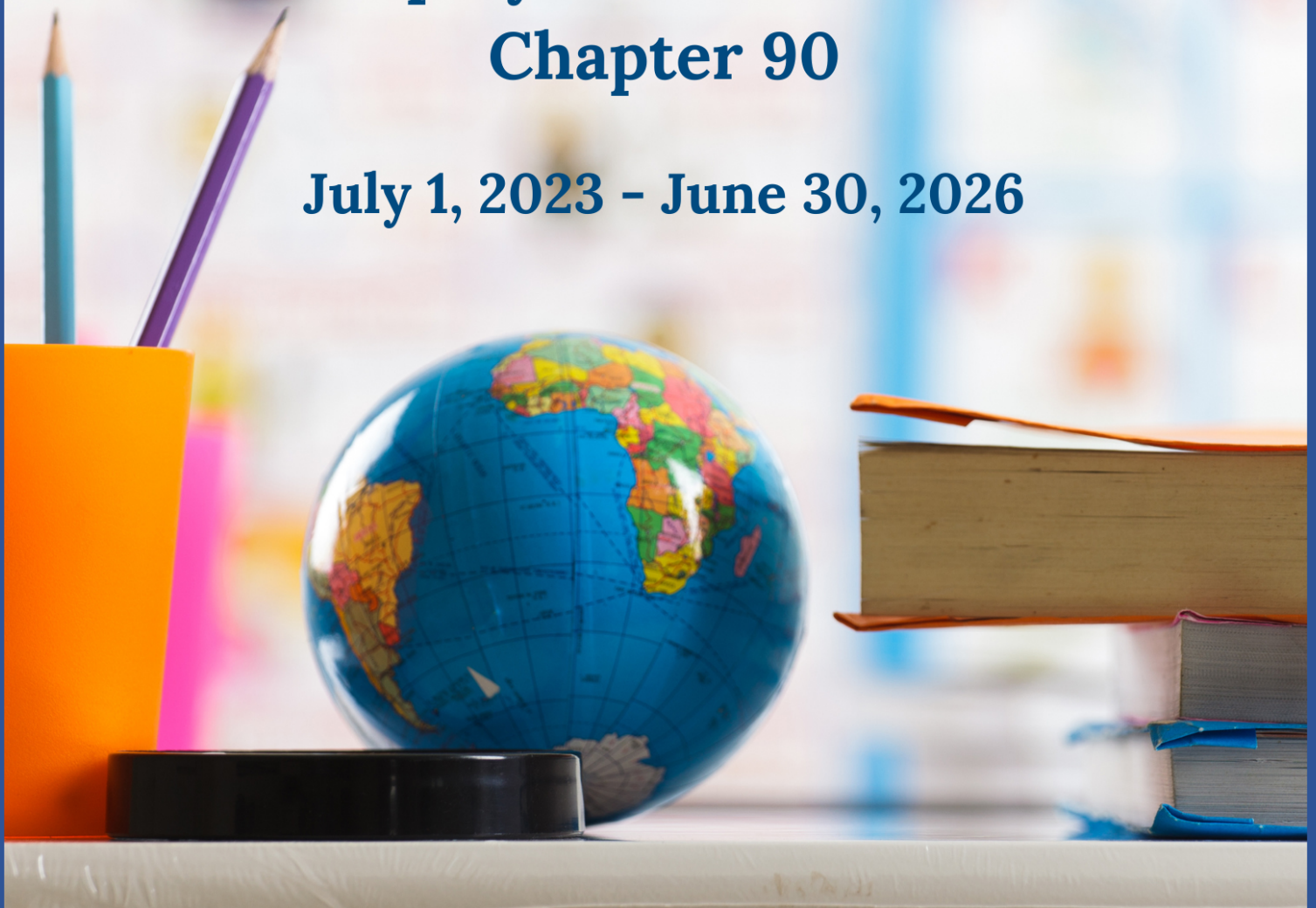
AGREEMENT

between

**The McMinnville School
District
and**

**The Oregon School
Employees Association
Chapter 90**

July 1, 2023 - June 30, 2026



Record of Ratification and Agreement

This Collective Bargaining Agreement was ratified by the McMinnville School District 40 Board of Directors at a meeting held on July 10, 2023 and by Oregon School Employees Association on June 29, 2023.

The Agreement between McMinnville School District 40 and Oregon School Employees Association on behalf of OSEA Chapter 90 shall be in effect from July 1, 2023 through June 30, 2026, unless otherwise expressly noted in the Agreement.

FOR THE DISTRICT

Debbie Brockett

Debbie Brockett (Jul 11, 2023 12:03 PDT)

Superintendent

07/11/2023

Date

FOR THE UNION

Tanya Mantle

Tanya Mantle (Jul 11, 2023 11:03 PDT)

President, OSEA Chapter 90

07/11/2023

Date

Shawna Meechan

Shawna Meechan (Jul 18, 2023 12:21 PDT)

07/18/2023

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ARTICLE 1

RECOGNITION, TERM OF AGREEMENT, AND GENERAL PROVISIONS

Section A – Parties to the Agreement

1. This Agreement is entered into between the Board of Education on behalf of McMinnville School District No. 40, Yamhill County, McMinnville, Oregon, herein referred to as the "Board" or "District," and the Oregon School Employees Association herein referred to as “the Association” or “OSEA”, on behalf of OSEA Chapter 90.
2. The intent of this Agreement is to set forth and record herein the basic and full agreement between the parties on those matters pertaining to wages, hours, and conditions of employment of classified personnel included in the bargaining unit.

Section B - Term of Agreement

This Agreement, which supersedes any previous Agreement, will be effective upon ratification and shall remain in effect through June 30, 2026.

Section C – Successor Agreement

Bargaining for a new Agreement shall be opened by request of either party given in written notice by March 1 of the year in which this Agreement expires, of their intent to negotiate a successor Agreement. The “proposal” exchange shall be completed within forty-five (45) calendar days of the initial notification unless the parties agree on a different date.

Section D – Recognition

The Board recognizes the Association as the exclusive representative for all matters concerning wages, hours, and conditions of employment for all full-time and part-time regular and long-term temporary classified employees. Specifically excluded from the Association’s bargaining unit are supervisory employees, confidential employees, licensed teachers, short-term temporary, and substitute employees employed by the District.

Section E -Definitions

1. A regular full-time classified employee is one who is normally scheduled to work at least thirty-seven and one half (37.5) hours weekly and is not otherwise excluded by this Article.
2. A regular part-time classified employee is one who works less than thirty-seven and one half (37.5) hours weekly and is not otherwise excluded by this Article.
3. A long-term temporary classified employee is one who is: a) hired to fill a position of extended duration where a regular classified employee is on extended leave exceeding ninety (90) consecutive workdays; or, b) any other employee not otherwise excluded by this Article who is hired for a fixed period of time greater than ninety (90) consecutive working days but not exceeding twelve (12) calendar months in duration.

4. Supervisory and confidential employees are defined as those defined as such in ORS 243.650.
5. A licensed teacher is defined as such in ORS 342.120.
6. A short-term temporary employee is one who is hired for a specific period not to exceed ninety (90) consecutive working days. If, however, a position held by a short-term temporary employee exceeds ninety (90) consecutive workdays, such position shall be posted as either a long-term temporary or a regular classified position and filled according to Article 7 of this Agreement and the District's hiring procedures.
7. A substitute employee is one who replaces another employee who is on an approved leave or fills a position vacated due to transfer, termination, or resignation for a period not to exceed ninety (90) consecutive working days.

Section F - Effect of Agreement

1. No change, revision, alteration, or modification of the Agreement, in whole or part, shall be valid unless reduced to writing and ratified by the Board and the Association.
2. There shall be three (3) signed original copies of the final Agreement for the purpose of records. One (1) copy shall be retained by the District, one (1) copy shall be retained by the Association, and one (1) copy shall be retained by OSEA Chapter 90. The District shall print the Agreement subject to both parties having proofread for accuracy and with no deviation from a signed original.
3. The waiver of any term or condition of this Agreement or the breach of any of its provisions by either party shall not constitute a precedent in the future enforcement of any and all of its terms and conditions unless such a waiver or breach is explicitly agreed upon in written form by the parties.

Section G – Funding

The parties recognize that the annual budget must be approved by the local School Board and the revenues needed to fund the compensation required by all aspects of this Agreement are contingent upon sources of revenue.

Should the state school fund revenue appropriation decrease by one million dollars (\$1,000,000) from the previous year July 1 to June 30 allocation, the District may reopen the contract to negotiate changes to compensation, and benefits under ORS.243.698.

Section H – No Strike/Lockout

Neither the Association, its officers or agents, nor any members of the bargaining unit will support an illegal strike of the bargaining unit. Nothing in this Agreement will serve as a bar to an otherwise legal strike after the expiration of this Agreement, or to prevent bargaining unit members from exercising their freedom of speech by supporting other bargaining units during their non-duty time.

There will be no lockout of members of the bargaining unit by the District during the course of this Agreement.

Section I – Contracting Out

In the event the District intends to consider contracting out bargaining unit jobs, the District shall give notice of its intent to the Association prior to issuing a Request for Proposals (RFP).

The District recognizes its responsibility to enter into expedited bargaining with the Association concerning the impact of contracting out prior to final acceptance of the proposal. The District will engage in ninety (90) day mid-term bargaining in accordance with ORS 243.698.

The purchase of services from the ESD (Education Service District) is not considered contracting out and is recognized by OSEA that the District may use resolution credits or other funds to purchase services.

This arrangement shall not cause a layoff (as defined in Article 13, Section A.2 of this Agreement) or a reduction in hours.

Section J - Communication during the Term of the Contract

1. The parties agree a partnership between the Association and District dedicated to the improvement of instruction, schools, and the school system is a priority. The parties agree to regular meetings of the Association President or designee and the Superintendent or designee as laid out in Article 19 of this Agreement, held monthly during the school year unless both parties agree otherwise. Additional meeting times, topics, and attendees will be determined by the Superintendent and Association Chapter President. Should a regularly scheduled meeting need to be rescheduled, an alternative date will be scheduled with agreement between the parties.
2. Upon request from the Association, building Administrators/Supervisors will meet to discuss the process of resolving issues of contract implementation at the building level. This may include regular meetings, additional meetings as needed, and/or other collaborative problem-solving techniques.

ARTICLE 2

DISTRICT RIGHTS

The District, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights and authority, duties and responsibilities conferred upon and invested in it by the laws and Constitution of the State of Oregon. Such powers, rights, authority, duties and responsibilities shall include but are not limited to the right to:

1. The executive management and administrative control of the school system and its properties and facilities;
2. Hire all employees and determine their qualifications and the conditions of their continued employment or their discipline, suspension, dismissal, demotion, promotion or transfer;
3. The unqualified right of assignment and direction of work of all its personnel, and to determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and establish, modify, or change any work or business hours or days;
4. The unqualified right to establish the school calendar;
5. Determine the services, supplies, and equipment necessary to continue its operations and to determine the methods, schedule, and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein;
6. Adopt reasonable rules and regulations;
7. Determine the qualifications of employees, including physical conditions;
8. Determine the location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities;
9. Determine the placement of operations, production, services, maintenance, or distribution of work and the source of materials and supplies;
10. Determine the financial policies, including all accounting procedures and all matters pertaining to public relations;
11. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization;
12. Determine the policy affecting the selection, testing, or training of employees providing such selection shall be based upon lawful criteria.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District shall be limited only by the specific, written terms of this Agreement and then only to the extent that such terms are in conformance with the Constitution and the laws of the State of Oregon.

ARTICLE 3

LEAVES

Section A - Sick Leave

1. Use of Sick Leave. Sick leave is available to employees as provided by ORS 332.507 on the basis of hours worked per day. "Sick leave" means absence from duty because of the school employee's illness or injury or for any reason set forth in state or federal law (including but not limited to Family Medical Leave Act (FMLA) or Oregon Federal Leave Act (OFLA)). Sick leave may also be used to care for an ill family member (family members are those defined by FMLA and OFLA). The use of paid sick leave for up to two (2) weeks of bereavement leave is allowed for the death of a family member as part of the twelve (12) week annual leave entitlement under state leave laws.
2. Medical Verification. Any absence of three (3) or more consecutive workdays or intermittent days for the same illness taken as sick leave shall be reported to Human Resources. The District may require medical verification for any absence in excess of five (5) days or in any situation in which a pattern of leave exists that calls into question the validity of that leave.
3. Sick Leave Bank. A voluntary sick leave bank will be established. When employees are newly hired, they will be given the option to join the sick leave bank by donating one (1) of their sick days to the bank. Current employees who are not yet members may join by donating one (1) sick day to the bank during open enrollment, September 1 to November 1 of each year.

Only employees who donate the aforementioned sick leave to the sick leave bank and have completed their probationary period, shall be eligible to receive sick leave bank leave. Such eligible employees shall be able to request sick leave bank utilization after they have expended all forms of paid leave they have accrued (this includes leave available through the Oregon Paid Family and Medical Leave Insurance (PFMLI)). For purposes of sick leave bank usage only, "sick leave" may include any accrued leave as determined by the joint committee mentioned in this section.

The bank is required to have one (1) day per member or four hundred and fifty (450) hours, whichever is greater. Should the balance fall below that figure, members will be asked to contribute an additional day to maintain their membership. ("Day" is defined for the purposes of this paragraph as the length of the average workday for that employee.)

The sick leave bank shall be overseen and administered by a joint committee that includes classified employees named by the Association and the Director of Human Resources. The bank may be used only for the participant's personal illness as defined under FMLA/OFLA as a "serious health condition" or for the serious health condition of an immediate family member. For the purpose of access to the sick leave bank, immediate family members are defined as the spouse/domestic partner, child or stepchild, parent or step-parent, or sibling or step-sibling of the employee. Participants with less than two (2) years of service to the District and two (2) years participation in the sick leave bank shall be limited to a maximum of fifteen (15) days of leave in any school year. After the completion of two (2) years of service to the District and/or two (2) years participation in the sick leave bank, participants shall be limited to a maximum of thirty (30) days of leave in any school year. The sick leave bank may expend up to one thousand two hundred (1,200) hours of donated leave in any school year. Approval or denial of any request for leave from the sick leave bank shall be within the sole authority of the joint committee mentioned herein according to whatever rules or criteria for

usage they may agree upon. The denial of a request for paid leave from the sick leave bank is not subject to the grievance procedure in this Agreement.

4. The parties acknowledge that this section constitutes a substantially equivalent program for purposes of the Oregon Sick Time Law.

Section B – Flexible Personal Leave

A maximum of three (3) days of paid flexible personal leave days shall be available to classified employees for personal matters, legal matters, business matters, bereavement, and/or emergencies. Flexible personal leave days are to be used at the classified employee's discretion, with the exception of not being used on professional development or inservice days. Flexible personal leave days are non-accumulative. At the end of the fiscal year, each classified employee will be paid at the rate of fifty percent (50%) of their regular daily rate for each full unused day which will be prorated based on FTE.

1. The employee shall submit a leave request using the electronic leave system to the appropriate administrator at least five (5) school days prior to the anticipated absence.

Section C - Bereavement Leave

1. Classified employees will be provided up to three (3) days of paid bereavement leave for the death of an immediate family member. Immediate family members include spouse or domestic partner, child or step-child, parent or step-parent, sibling or step-sibling, parent-in-law or step-parent-in-law, or grandparent or step-grandparent. If additional time is needed a staff member may access seven (7) additional days of leave using their paid sick leave under state law for a total of ten (10) days of leave for the death of an immediate family member. The leave must be completed within sixty (60) days of the notice of death of an immediate family member.
2. One (1) day of bereavement leave may be used for the death of other family members not noted above. Employees may use their flexible personal leave to cover the death of a close family friend or colleague. If no flexible personal leave is available, sick or unpaid leave will be granted.
3. Exceptions to the above may be approved by the Superintendent/Designee.

Section D –Emergency Leave

Up to a maximum of five (5) days of emergency leave may be granted in any one (1) school year by the Superintendent or the District's Director of Human Resources after all of the employee's applicable leave/vacation days have been expended. Emergency leave approvals are restricted to personal or family emergencies as defined by the District. The District acknowledges that opinions may vary concerning what constitutes a *bona fide* emergency and agrees to consider each emergency leave request on a case-by-case basis with consideration to the employee's belief an emergency exists.

The employee must submit a request using the District's online form as soon as practicable.

Section E - Military Leave

1. After six (6) months of employment, a classified employee shall be eligible for paid military leave in accordance with ORS 408.290 for up to fifteen (15) days of annual training.
2. Unpaid military leave for active duty shall be granted any employee, upon written application to the Superintendent or designee, for the purpose of induction or enlistment for military duty in any branch of the armed forces of the United States.

Section F - Leaves of Absence Without Pay

1. All requests for leaves of absence without pay shall be made using the District's online form. The request will supply complete information regarding the reasons for the leave and the dates for which the leave is desired. The District retains the right to attach stipulations and conditions upon the granting of temporary leave of absence, as it deems appropriate.
2. Except in cases of emergency, any employee desiring a leave of absence will make the request at least thirty (30) days prior to the beginning of the period for which the leave may be granted.
3. Leaves of absence will not be granted to exceed one (1) year. Extensions may be requested in writing at least three (3) months prior to the date of return to work. Employees on leave without pay for one (1) school year must notify the Human Resources office in writing by April 1 prior to the expiration of the leave of their intention to return to work.
4. Leaves of absence will not be granted to an employee to engage in other employment.

Section G - FMLA/OFLA Leave & PFMLI

The District will administer FMLA/OFLA and PFMLI leave in accordance with federal and state statutes and district policy. The District will notify all employees of their rights under FMLA/OFLA and PFMLI.

Section H - Jury Duty Leave

An employee shall be granted leave with pay for service on a jury. The compensation paid to such an employee for the period of leave shall be reduced by the amount of compensation received (exclusive of reimbursement for mileage and expenses) by the employee for such jury service. Upon being excused from jury service, an employee shall report to work to complete their assignment for the remainder of the regular workday, unless excused by the appropriate District administrator.

Section I - Legal Leave

1. Whenever a classified employee is subpoenaed as a witness or litigant for a work-related matter, they shall be excused from work to comply with the subpoena. Upon being excused from their appearance by the court, the employee shall immediately return to complete their assignment for the remainder of the regular workday. Any compensation a classified employee receives for the appearance shall be signed over to the district (exclusive of reimbursement for mileage).

2. Leave identified above does not apply when a classified employee is involved as a litigant in any action wherein the District, its employees or agents are defendants, which shall constitute a leave without pay.
3. Classified employees must use personal or unpaid leave to attend to personal, non-work related legal matters.

Section J - Return from Leave

Upon return from a District approved (non FMLA/OFLA) leave of absence, the employee shall be placed in the same or comparable position in the same pay classification as they held prior to the leave provided a comparable position is available at the same or comparable pay.

Section K - Association Business Leave

Upon written request of the OSEA Chapter 90 President and upon approval of the Superintendent or District's Director of Human Resources, the District shall grant up to one (1) day (eight (8) hours) of paid Association business leave per month. Notice, forty-eight (48) hours in advance, shall be given by submitting the absence using the District's online absence management system. Additional leave for Association purposes may be approved on a case-by-case basis by the Superintendent or Director of Human Resources. The full cost of salary for the employee on Association business leave and the cost of the employee's substitute, if any, shall be reimbursed by the Association to the District within thirty (30) days of receiving a written request for reimbursement from the District.

Association representatives, appointed by the chapter president, shall be granted time off without loss of pay from their regular school duties to attend local meetings dealing with representation of employees/grievance proceedings at the request of the District when such meetings are held during the normal work shift of the employee.

Section L - Misuse or Abuse of Leave

Misuse or abuse of any leaves contained herein may be grounds for discipline, up to and including dismissal.

Section M – Coordination of Leave

Eligible employees of the District are entitled to leaves under the provisions of FMLA, OFLA, and PFMLI.

Whenever applicable, all leaves under this article shall be counted and run concurrently with leave available for the same circumstances under federal and state statutes. If an employee requests to use eligible contractual leave (accrued sick, vacation, flexible personal leave) during leave approved under FMLA, OFLA, or PFMLI the leave time(s) shall run concurrently. Employees requesting leave shall be informed of their eligibility for leave under the law and that the leave provisions run concurrently pursuant to this agreement. When allowed or required by State or Federal law, employees will be required to provide medical certification to support a request for leave and medical certification to return to work after leave.

ARTICLE 4

PAYROLL DEDUCTIONS

Section A – Deductions

The District agrees to deduct from the wages of all classified personnel as requested in writing by the employee:

- Fingerprinting costs (upon request this cost may be deducted over four (4) paychecks)
- Regular Association dues
- Premiums for approved insurance programs
- Contributions to McMinnville Education Foundation
- Approved 403b and 457 retirement account contributions / TSAs (Tax Sheltered Annuities)
- Contributions to United Way
- District approved Section 125 plans
- Voluntary contributions to the Education and Labor Advocacy Fund
- Direct deposits to bank accounts

Section B - Advance in Pay

Classified personnel may request an advance in pay for hardship reasons. This will be limited to two (2) requests per fiscal year (July 1-June 30). Draw requests will not be accepted for months in which an employee is not scheduled to work (ex: No July or August requests for nine (9) or ten (10) month employees). In addition, nine (9) or ten (10) month employees must work at least fifty percent (50%) of the workdays in September before requesting an advance in pay. Requested amounts will be limited to a maximum of fifty percent (50%) of the employees' monthly gross pay. Requests that are approved will be processed within five (5) business days.

ARTICLE 5

SEPARABILITY

In the event that any provision of this Agreement shall at any time be declared to be invalid by any court of competent jurisdiction, by ruling of the Employment Relations Board (ERB), by statute or constitutional amendment, or through government regulations or decree such decision shall not invalidate the entire agreement, it being the expressed intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect. Upon request by either party such invalidated provision of this Agreement shall be reopened for negotiation.

ARTICLE 6

ASSOCIATION RIGHTS

Section A - Use of District Facilities

1. Upon submitting a building use request form, the Association or committees of the Association shall be allowed building use for Association meetings provided no conflict in scheduling exists. The Association shall have the right to conduct meetings at the school sites before or after regular work hours, during meal periods, and during any other break periods. The Association shall have the right to select the time and place of meetings, provided that the meetings do not interfere with employer operations. The Association shall have the right to conduct meetings without undue interference. No fee shall be charged for using worksites for meetings.
2. The District shall post a copy of this Agreement on the District website. A copy of this Agreement shall be provided to each new employee.
3. The Association shall be allowed use of such office equipment as needed to provide duplicating and information to the employees. Inter-district mail, email, and employee mailboxes may be used for distributing information to employees in the bargaining unit. The Association shall indemnify, defend, and hold harmless the District against any claim, suit, or action brought as a result of the use of the inter-district mail service by or on behalf of the Association.
4. The District's email system may be used by the union for union-related communications including, but not limited to, communications related to collective bargaining, grievance or other dispute investigations, and governance of the union.
5. The District shall provide OSEA with a bulletin board space in all buildings in which OSEA represented employees work and/or have breakroom space for the use of OSEA in communicating with employees. OSEA shall limit its posting of notices and bulletins to such bulletin boards.
6. Job descriptions shall be maintained on file by the District and made available to the Association and employee upon request.

Section B - New Hires

1. The District shall provide the Chapter President and OSEA's Director of Fiscal Operations with an editable Excel spreadsheet containing the following information for each employee in the bargaining unit:
 - a. The employee's name and date of hire;
 - b. Contact information including;
 - 1) cellular, home, and work telephone numbers;
 - 2) personal and work electronic email addresses; and
 - 3) home or personal mailing address; and
 - c. Employment information including the employee's job title, salary, and worksite location.

The District will provide the above information within ten (10) calendar days from the date of hire for the newly hired employees and every one hundred twenty (120) days for employees in the bargaining unit who are not newly hired.

Section C - Orientations

1. During District orientation for new bargaining unit members, the Association will be granted up to 60 minutes to conduct Association business and orientation.
2. For anyone hired after the District orientation day, the District will notify the Association of the hire within ten (10) calendar days and provide 60 minutes within the member's workday for the Association to provide orientation should the member choose to meet with the Association.
3. If unable to meet during contract hours, the Association may request 60 minutes of pay be timesheeted by the new employee in order for the Association to provide orientation outside of the regular workday.

Section D - Conducting Association Business

1. The Association shall have the right to appoint representatives. "Designated representatives" shall include chapter executive board officers, building representatives, and their designees. A non-employee OSEA Field Representative shall be permitted access to the District's facilities for the purpose of engaging in the activities described in this Section on the same terms and conditions as designated representatives.
2. By October 1st, the Association shall provide a list of individuals who will be serving as designated representatives for the coming school year to the District. The Association shall provide an updated list to the District within ten (10) days of when a change occurs during the school year.
3. Employees whose regular work hours extend beyond four (4) p.m. and fall during the time of a scheduled Association meeting shall be permitted to attend such a meeting with the understanding that their attendance at the meeting will not interfere with the operations of the District.

ARTICLE 7

VACANCIES, TRANSFERS, AND PROMOTIONS

Section A – Vacancies

1. Job openings and necessary qualifications in all classified positions shall be published on the District website five (5) working days before the closing date of a vacancy.
2. Upon application for an existing vacancy, a District employee who meets the qualifications for the position and has met performance standards in their current position will be interviewed.
3. Employees who are hired for summer work outside the classification category in which they normally work or in any classification which is above the one in which they normally work will be considered temporary employees during that time. Employees who are hired for summer work in the classification or an in-category classification lower than one in which they normally work shall be considered bargaining unit members in terms of compensation, cause for disciplinary action, dues, use of leave, payroll deduction, and grievance procedure.
4. If more than one (1) person has applied for the same position, the person deemed best qualified by the District for that position shall be hired.
5. Employees who move to a different job classification after an interview/hiring process shall be in a probationary status for three (3) months. The probationary period may be extended for an additional three (3) months to assist an employee with identified performance deficiencies by mutual consent of the District and the employee with notification to the Association.
6. An employee not hired for a position for which they have applied shall receive notice that the position has been filled.
7. An employee who has voluntarily reduced hours and wishes to be considered for additional hours in the future shall submit a request via email notifying their principal or site administrator of their interest.
8. If during the same school year where an employee has experienced an involuntary reduction in their hours and additional work hours become available within the building the employee is assigned to and are within the same program, then the building administrator will review their current staffing levels and attempt to restore hours to any employees who experienced a reduction.

Section B – Transfers & Promotions

1. Classified employees may request a transfer to a different work location or position by submitting an internal application using the District's online hiring system. The District may transfer employees prior to initiating the filling of a vacancy.
2. For the purpose of this Article, "promotion" shall mean the assignment of an employee from their present position to a position having a higher salary classification than the one previously held. Employees transferred to a higher job classification shall be placed at the level in the new

classification which aligns with their experience related to the position into which they've been promoted or their seniority calculation as outlined in Article 7, Section B 6 below.

3. Employees involuntarily transferred for purposes other than a demotion or a layoff shall be placed at the level in the new classification which aligns with their experience related to the position into which they have been transferred.
4. Employees transferred after an interview/hiring process shall be in a probationary status for three (3) months after the date of transfer. The probationary period may be extended for an additional three (3) months to assist an employee with identified performance deficiencies by mutual consent of the District and the employee with notification to the Association. Employees who do not successfully complete the probationary period referenced herein due to performance deficiencies which would not affect their ability to perform their prior position shall be returned to their former classification and placed at their prior step on the salary schedule. Such employees are not guaranteed placement at their former work location. The determination to move the employee to their former position is at the discretion of the District and does not need to meet the definition of cause as outlined in the Agreement.
5. Employees who voluntarily transfer to a lower paid position or who are demoted because of performance deficiencies shall be placed at the level in the new position that is most appropriate for the number of years of experience in like positions. This may result in a reduction of salary.
6. If the employee has no relevant prior work experience then they shall be eligible to receive credit for placement on the salary schedule based on time employed with the District (e.g. seniority) from most recent date of hire. The calculation of seniority for placement on the salary schedule shall be one (1) step for every three (3) years of service to a maximum of four (4) steps. If the employee is using a combination of experience and seniority in the District for placement the maximum placement for that employee will be step four (4).

Section C– Seniority

Seniority for the basis of job vacancies and transfers shall be defined as the total length of service within the District since the most recent date of hire. For the purpose of computing seniority, one (1) year credit shall be granted for each school year worked. Partial years worked will be credited in month-long increments counting only complete months of employment.

Section D - Student Assistants

A Student Assistant (SA) assists students with special needs one on one. Because the need for these positions varies with the needs of the particular student, the SA's employment is contingent upon the student's continued need. Student Assistants hired after July 1, 2007, will be subject to the following status:

1. When a student with an SA has reduced need for the SA, or no longer needs the SA, the SA will have reduced hours or the position will be eliminated.
2. The District will make every effort to reassign the SA to an open position, but to ensure continuity for students who rely on "their" SA, bumping based on seniority will not occur.

3. If no open position exists, the SA will be placed in a call-back pool for up to twenty-four (24) months and will be given first opportunity to fill any vacant SA or vacant Special Education Assistant positions. This applies to employees who have completed the probationary period and are determined to be qualified for the position by the Director of Student Services. Failure to accept any position which is at least eighty (80) percent equivalent to the employee's prior annual salary will result in removal from the call-back pool.
4. Compensation for student assistants shall be on the same range of the salary schedule as other assistants in the program in which the student is placed.

ARTICLE 8

PROFESSIONAL DEVELOPMENT

Section A - Tuition Reimbursement

1. The sum of four thousand dollars (\$4,000) shall be available for consideration in each year's budget for tuition reimbursement for classified personnel.
2. Individual reimbursement shall be limited to three hundred fifty dollars (\$350) per year.
3. Tuition reimbursement will be granted only on prior written approval of the designated supervisor and Superintendent or designee, and for coursework related to the fields of education or the employee's job description.

Section B – Workshops

1. The sum of three thousand five hundred dollars (\$3,500) shall be available for consideration in each year's budget for workshop reimbursement for classified personnel.
2. Workshop attendance of any classified employee shall be approved, in writing, by the designated supervisor and the Superintendent or designee prior to attendance.

Section C - Professional Development

1. Classified employees who are requested by the District to attend workshops outside their regularly scheduled workday shall be paid for the number of hours required in attendance at the workshop and travel time when required to travel by car outside the District.
2. The District will provide in-service and professional development activities for classified employees during which they will receive compensation.
3. Some positions require additional trainings, which may be scheduled outside of normal working hours. Employees who are required to attend these trainings will be compensated for the additional time (e.g. MANDT, CPR, First Aid).

Section D - Grow Your Own (GYO) Program

Any fiscal year in which the District receives targeted/grant funds (Not State School Funds (SSF) or Student Investment Act (SIA) funds) specific to supporting its classified GYO Program, the District will allocate those funds to support classified staff who are enrolled in the District's GYO Program. These funds would be separate and not part of the funds available to classified employees in Section A, 1 above.

ARTICLE 9

VACATIONS

1. Only employees normally scheduled to work twelve (12) months shall be entitled to vacation with pay as follows:
 - One through five (1-5) years worked with the District - entitled to ten (10) days of paid vacation annually.
 - Six through 11 (6-11) years worked with the District - entitled to fifteen (15) days of paid vacation annually.
 - Twelve plus (12+) years worked with the District - entitled to twenty (20) days of paid vacation annually.
2. The first vacation time shall be prorated from the employee's initial working month to June 30. Vacation time for newly-hired personnel may be taken after the first six (6) months of employment. Newly-hired employees will have leave deposited at the beginning of their seventh (7th) month of employment.
3. The annual amount of vacation leave is pre-funded to an eligible employee's vacation leave bank on July 1st prior to earning that leave. If the employee separates from employment with the District prior to earning vacation that has already been used, vacation time will be pro-rated for the days worked and the value of the unearned but used vacation shall be withheld from the employee's final paycheck.
4. Employees normally scheduled to work twelve (12) months shall take their vacation subject to the needs of the District. The number of people on vacation at any time may be limited on the basis of building and department need in order to maintain operations. Additionally, employees with twelve plus (12+) years worked and who are entitled to twenty (20) days of vacation will be limited to no more than fifteen (15) days taken consecutively, unless the supervisor approves more than fifteen (15) days at a time.
5. Vacation time shall be compensated at the employee's regular rate of pay. All vacations must be requested using the District's online absence management system and approved by an employee's designated supervisor. Vacation days must be used within the current fiscal year, however, up to ten (10) days of unused vacation time can be carried over but must be used within thirty-one (31) days of the close of the fiscal year in which the vacation was earned. If an employee's written requests are denied three (3) times in one (1) fiscal year, the District will compensate the employee for any unused vacation from the recently completed fiscal year within sixty (60) days of the close of the fiscal year.

ARTICLE 10

HOLIDAYS

Section A - Paid Holidays/Twelve (12)-Month Employees

1. Employees normally scheduled to work twelve (12) months shall be entitled to the following paid holidays:

- | | |
|------------------------------------|--------------------------------|
| 1. July 4 th | 7. Christmas Day |
| 2. Labor Day | 8. New Year's Day |
| 3. Veterans' Day | 9. Martin Luther King, Jr. Day |
| 4. Thanksgiving Day | 10. Presidents' Day |
| 5. Day after Thanksgiving | 11. Memorial Day |
| 6. Christmas Eve (except weekends) | |

2. December 24 (Christmas Eve) shall be a paid holiday unless it falls on a weekend. If Christmas Day falls on a weekend, Monday shall be the paid holiday.

Section B - Paid Holidays/Nine (9) -Ten (10) -Ten and one half (10.5) -Eleven (11) -Month Employees

Employees normally scheduled to work nine (9), ten (10), ten and one half (10.5) and eleven (11) months shall be entitled to the following paid holidays:

- | | | |
|------------------|---------------------------|--------------------|
| 1. Labor Day | 3. Thanksgiving | 5. Presidents' Day |
| 2. Veterans' Day | 4. Day after Thanksgiving | 6. Memorial Day |

ARTICLE 11

INSURANCE

Section A – Medical, Dental and Vision Insurance Premiums

The District will contribute towards a monthly premium for the selected medical insurance plan (including dental and vision) for the employee, spouse/domestic partner and qualifying dependents for twelve (12) months.

Section B - Life Insurance

The District will pay a monthly premium for the District-selected group term life insurance policy and the District-selected Accidental Death and Dismemberment (AD&D) policy with a face value amount equal to fifty thousand dollars (\$50,000) per policy for twelve (12) months.

Section C – Costs

1. Effective October 1, 2023, and through September 30, 2024, the District shall contribute up to one thousand seven hundred twenty-seven dollars (\$1727) per month toward the cost of health insurance premiums. Any amount in excess of the District's contribution shall be paid by the employee.
2. Effective October 1, 2024, and through September 30, 2025, the District shall contribute up to one thousand seven hundred ninety-six dollars (\$1796) per month toward the cost of health insurance premiums for each full-time employee. Any amount in excess of the District's contribution shall be paid by the employee.
3. Effective October 1, 2025, and through September 30, 2026 the District shall contribute up to one thousand eight hundred sixty eight dollars (\$1868) per month toward the cost of health insurance premiums for each full-time employee. Any amount in excess of the District's contribution shall be paid by the employee.
4. Employees who are employed by the District for less than full-time (full-time = seven and a half (7.5) hours per day), but half-time or more (half-time = four (4) hours per day) shall receive benefits on a pro rata basis as stated in Subsection 5 of this Section.
5. The portion of the monthly insurance premium to be paid by the District for less than full-time employees shall be computed by multiplying the District's monthly contribution for a full-time employee by the Contribution Factor (hours worked per day divided by eight (8) hours) according to the following schedule:

Hours Worked Per Day Contribution Factor

7.5-8 hours	1.00
7.25 hours	.90
7 hours	.875
6.75 hours	.84375
6.5 hours	.8125
6.25 hours	.78125
6 hours	.75
5.75 hours	.71875

5.5 hours	.6875
5.25 hours	.65625
5 hours	.625
4.75 hours	.59375
4.5 hours	.5625
4.25 hours	.53125
4 hours	.50

6. Pursuant to ORS 243.712, the District will not be required to raise insurance contributions for insurance premiums.
7. Classified employees who select an insurance plan option that costs less than the District monthly insurance contribution, or who qualify and choose to elect to opt out of any or all of the plans offered (medical, dental and/or vision) shall receive fifty percent (50%) of the difference between the total premium and the District contribution in a Health Reimbursement Arrangement (HRA) through a Voluntary Employees' Beneficiary Association (VEBA) or in a Health Savings Account (HSA) as chosen by the employee. No contribution will be made if the difference is less than \$5.00 per month.
8. The District has adopted the HRA VEBA plans offered and administered by the Voluntary Employees' Beneficiary Association Trust for Public Employees in the Northwest (collectively the "Plans"): a standard HRA plan, which shall be integrated with the District's group medical plan and to which the District shall remit contributions only on behalf of eligible employees who are enrolled or covered by the District's group medical plan or covered under another employer sponsored group medical plan which complies with the Affordable Care Act (ACA); and a post-separation HRA plan to which the District may remit contributions on behalf of all other eligible classified employees which shall provide benefits only after a participant separates from service or retires.
9. The District agrees to contribute to the Plans on behalf of all classified employees defined as eligible to participate according to paragraph 8 of this Section. Each eligible classified employee must submit a completed and signed Enrollment Form to become an eligible participant and become eligible for benefits under the Plans. HRA/VEBA will not accept contributions until the classified employee submits an application to set up an HRA account. If the classified employee fails to submit an application prior to December 31st, the employee will be determined to be waiving this benefit and no contributions will be made for the duration of the plan year.
10. Classified employees may "opt out" of participating in group plans for medical, dental and/or vision coverage subject to insurance carrier's or OEGB's rules and regulations and minimum participation requirements. Employees will have 50% of any unused contributions contributed into a HRA VEBA plan according to 8 above. Employees may also opt out of all coverage (subject to OEGB rules), and have 50% of the District's contribution contributed to a HRA VEBA plan or in a HSA as chosen by the employee. If spouses/domestic partners are both employed by the District, one may opt out of District coverage and use their contribution to pay for their spouse/domestic partner's out-of-pocket premium deduction.
11. Classified employees may "waive" participation in group plans for medical, dental and/or vision coverage (not recommended) subject to insurance carrier's or OEGB rules and regulations; however, according to OEGB rules employees who waive insurance coverage may not receive unused District contributions in compensation or a HRA VEBA plan.

12. The District and Association will form an insurance committee for the purpose of studying and discussing composite and tiered insurance rates. No change to existing contract language will be made without mutual agreement between the District and OSEA, Chapter 90.

Section D – Opt Out

Employees who have insurance coverage through a source other than the District will be allowed to opt out of the District-selected insurance plan subject to insurance carrier limitations.

Section E - Unpaid Leave Insurance Coverage

1. For unpaid leaves of absence of ten (10) consecutive workdays or less, the District will continue to pay the negotiated amount for the District's contribution for all insurance. The employee will not pay any additional amount beyond their normal contribution, if applicable.
2. For unpaid non FMLA/OFLA qualifying leaves of absence of eleven (11) consecutive workdays or more, the total cost of fringe benefits will be divided by the number of workdays in the employee's work year for a per diem rate. The employee will contribute the per diem rate of the premium for the eleventh (11th) day and each consecutive day thereafter until the completion of the leave.
3. For unpaid non FMLA/OFLA qualifying leaves of absence of thirty (30) consecutive days or more, District coverage ends on the 30th day and the employee has the option to continue coverage through the District's COBRA program. Upon return from leave, the employee will be eligible to resume district coverage.

Section F – Retiree Program

The District shall request the health insurance carrier allow classified personnel legally retiring from the District to remain in the group for the purpose of purchasing health insurance at the group rate until the retired employee becomes eligible for federal medicare coverage (pursuant to ORS 243.303). The cost of such insurance will be paid in full by the employee directly to the insurance provider.

Section G –Optional Insurance

The District will make available optional insurance programs for classified employees. Employees may elect to participate in optional insurance programs at their own cost.

ARTICLE 12

COMPENSATION

Section A – Workday, Work Week, and Work Year

1. The workweek shall commence at 12:01 am on Sunday and end at 12:00 a.m. midnight on Saturday.
2. To the extent consistent with the operational needs of the District, the District shall schedule work on a Monday through Friday basis.
3. The workday for a full-time employee shall normally be eight (8) hours exclusive of unpaid lunch periods.
4. All employees shall be scheduled to work on a regular work shift. Each shift shall have a starting and stopping time. Employees shall be notified of their work schedule, including the employee's workday(s) and hours. When the District determines that a change in schedule is necessary, it will provide notice of the change to the employee. Ten (10) days' notice will be provided prior to changes being made to their regular start and end time for employees. Exceptions may be made in an emergency situation to meet student needs.
5. Time in excess of forty (40) hours in a workweek shall be considered as overtime. Overtime shall be compensated, if budgeted funds for such purposes are available, at one and one-half (1½) times the employee's regular rate of pay as authorized in advance by the employee's immediate supervisor. If budgeted funds are not available for payment of overtime, such overtime shall be allowed, as approved in advance by the employee's immediate supervisor, overtime hours worked may be used as compensatory time off at not less than one and one-half (1.5) times the amount of overtime hours worked.

If it has not been possible for an employee to receive scheduled compensatory time off, by the end of each pay period, such an employee shall receive payment for all remaining accrued compensatory overtime time in their monthly paycheck.

While it is recognized that overtime must be paid regardless of whether an employee had permission to work overtime, it is understood that employees are required to have supervisory approval for overtime work and may be subject to disciplinary action if overtime is worked without supervisory approval.

If the District determines overtime work is needed to meet the operational needs of the District and appropriate personnel do not accept overtime on a voluntary basis, the District may require employees to work overtime with one (1) week advance notice. Exceptions will be made for significant life events.

6. In a time of limited financial resources, the District may cut up to five (5) days from the work year. Should the District need to cut more days, they would be bound to come to agreement through the expedited bargaining process specified in ORS 243.698.
7. The work year for all employees shall be that defined by the annual employee work calendar developed by the District. Work calendars will be provided by the District to employees prior to the

first contract day for their work year. Employees will be notified of any changes made to their work calendar after the initial release.

Section B - Salary Schedules

1. All classified employees shall be compensated according to the salary schedules attached to this Agreement and any subsequent adjustments thereto as agreed upon in this Article. New employees will be placed on Step 1 unless their previous experience directly aligns with the position for which they are hired. New employees with experience will be placed on the appropriate step according to their experience in positions which are similar to the one for which they are hired. Sole discretion for the placement of new employees is granted to the District.
2. Employees successfully completing six (6) months of work (without using more than their accrued leave balance within the six (6) months) prior to July 1, shall be moved to the next step on the salary schedule on July 1 following that completion. If an employee has used more than their accrued leave balance during the first six (6) months of employment, the step movement will be postponed by three (3) months. Employees who do not complete six (6) months of work prior to July 1, shall move to the next step on the following July 1.
3. Movement on the salary schedules shall occur on an annual basis on July 1. Promotion, voluntary transfer, or demotion may change the anniversary date. Step increments or merit increases shall not be granted in any *status quo* period.
4. The 2023-2024 salary schedule attached to this Agreement is an adjusted salary schedule (See Appendix B).
5. The 2024-2025 salary schedule attached to this Agreement and hereby incorporated herein shall be an adjusted salary schedule (See Appendix C) and two percent (2%) above the 2023-2024 amounts contained in each cell of the 2023-2024 salary schedule.
6. The 2025-2026 salary schedule attached to this Agreement and hereby incorporated herein shall be two percent (2%) above the 2024-2025 amounts contained in each cell of the 2024-2025 salary schedule.

Section C - Workers' Compensation

All employees of the District are eligible for State workers' compensation benefits. When an employee is injured on the job and is eligible for workers' compensation benefits, the employee may:

1. Elect to receive only workers' compensation benefits and not use any of their accumulated sick leave; or,
2. Elect to receive workers' compensation benefits and use their accumulated sick leave to make up the difference between the amount of workers' compensation benefits received and their normal salary or hourly wage. Accumulated sick leave may be used in this manner until depleted, at which time the employee will be eligible to receive only workers' compensation benefits, if any remain available.

Section D - Travel Expenses

1. Employees required by the District to travel outside School District No. 40 boundaries during the course of their employment shall be eligible for reimbursement for expenses incurred for mileage, meals, lodging, parking fees, the cost of registration, and other out-of-pocket expenses as pre-approved by the District.
2. An employee required by the District to use their own vehicle for District business, other than normal travel related to commuting to the workplace, during regular working hours will be reimbursed at the District rate.

Section E - Temporary Assignment

An employee temporarily assigned by the District to replace an absent employee who is in a higher classification shall assume all the duties and responsibilities of the assigned position. The employee on temporary assignment shall be considered to be acting out of classification. On the fifth (5th) consecutive workday the employee shall be entitled to a five percent (5%) increase in salary, retroactive to the first day of the assignment.

Section F – Payments

1. Classified employees working less than the full calendar year (not a twelve (12) month employee) will be paid in twelve (12) equal paychecks. The regular pay date during the school term shall be the last working day of the month. Checks for June and July shall be distributed on the last working day in June. The August paycheck shall be distributed on the last business day in June.
2. In December, employees will be paid on the last scheduled workday before the winter break. All other paychecks will be issued on the last working day of the month.

Section G - Uniform Allowance

The District shall purchase an adequate number of shirts for employees who are designated to wear a uniform as determined by the District. Food service and facilities department workers will be provided an allowance of one hundred twenty dollars (\$120.00) annually to meet the designated requirements for work related clothing and footwear, as appropriate. Reimbursement for purchases must be approved by the employee's supervisor. Employees will be reimbursed for approved purchases only.

Section H – Call Back

An employee who is required to return to work after completion of the regular work shift or on a non-regularly scheduled workday or time shall be guaranteed a minimum compensation for two (2) hours at the employee's regular rate of pay or in compensatory time off if the employee requests compensatory time off in lieu of pay.

If the District determines call back work is needed to meet the operational needs of the District and acceptable personnel do not accept callback work on a voluntary basis, the District may call employees back to work with the pay arrangements listed above.

Section I - On Call

Head custodians and maintenance employees may volunteer to participate in an “on-call” system in which they may make themselves available outside regular work hours by phone/text for a given period to respond to emergency custodial/maintenance situations. During this on-call period the employee may use their time as any other time off but must be available and able to respond. An employee will not be compensated while in on-call status, but, should the employee respond to a call while in on-call status, that employee shall be compensated as indicated in Section H of this Article for such time as the employee is actually working.

Section J - Late Start/Early Release and School Closure

1. The District will make weather decisions as early as possible. Efforts will be made to notify staff and the public of a late start or school closure due to weather or other emergency situation before 6AM.
2. In the event of an unanticipated late start or early release, classified staff are to refer to the District inclement weather memo sent out with the district weather announcement or check with their supervisor to determine when to report to or leave work. No employee will leave work early unless released by their supervisor. No loss of pay will result from early release.
3. Employees will not suffer a loss in pay but may be required to make up any time missed as a result of school closure or delay due to weather or other emergency situation.
4. Employees who report to work as per their approved work schedule and prior to notification of school closure will be compensated for time worked at the employee’s regular rate of pay or two (2) hours whichever is greater.
5. The District shall schedule five (5) inclement weather/school emergency closure make-up days in the annual calendar prior to the start of the school year. Days made up may be in-service days, workdays, or student days. In the event of a situation which requires the closing of one (1) or more or all of the schools, the school year may be extended for the number of days lost in such school or schools, at the discretion of the District with no additional pay in excess of the employee’s yearly contracted salary. The first snow day shall not be made up and there will be no reduction in pay.
6. Any situation requiring a complete shut- down of the school district for more than thirty (30) scheduled school days will require the District to adjust employee pay to reflect the work time lost. Employees may be eligible for unemployment benefits under state law.

Section K – Longevity Pay

At the end of each calendar year, the District will include a year-end longevity bonus for eligible employees. Employees are eligible if they have completed seven (7) years of service by the previous June 30. The bonus will be as follows for all classified employees:

After seven to eleven (7-11) years:	\$325
After twelve to twenty (12-20) years:	\$650
After twenty plus (20+) years:	\$975

Section L- Extra Duty, Summer School and After School Program Compensation

Since any after school program, including extra duty contracts, involves hours worked outside the normal working day, an assignment to any extra duty, summer school or after school program shall not count towards insurance contribution calculations or other benefits.

All hours for which a member is employed in an extra duty, summer school or after school program assignment shall be excluded from the employee's overtime calculation. Such hours shall be on a voluntary basis and will not be paid as overtime even if, when added to the employee's regular hours, they bring the employee's weekly hourly total above forty (40) hours in any given week and will not count toward insurance contributions or other benefits.

Classified employees may apply for positions listed in the Licensed Extra Compensation Pay Schedule and if selected will be paid a stipend consistent with the assigned stipend level.

Employees will be paid the District established Game Management pay rate or the OSAA rates, when applicable.

Employees working in the afterschool or summer programs will be paid the established afterschool and summer school rate. The afterschool and summer school hourly rate shall be at the Instructional Assistant, Step 7 pay rate.

Section M – Bilingual Stipend

1. Employees whose positions directly serve students and families in a non-English speaking language and meet District-Established standard for bilingual literacy as evidenced by passing an approved literacy examination in both English and the respective non-English language, will be granted an annual stipend of one thousand dollars (\$1,000) for passing the oral language proficiency (OLP) test and an annual stipend of one thousand dollars (\$1,000) for passing the written proficiency test (WPT). The intent of the stipend is to compensate staff for holding a demonstrated high level of proficiency in each of these areas. The stipend will be paid equally over the employee contract year.
2. Any employee who is designated by the District as an Interpreter and passes a District designated literacy examination in both English and the respective non-English language may opt to perform extra duties for the District and will receive the following annual stipend which will require the employee to provide Interpretation services outside of their normal contract hours (e.g. Back to School nights, parent conference, IEP meetings, K roundup, etc.). The employee will be required to attend between eight (8) and twelve (12) events and/or meetings during the course of the school year as scheduled by their supervisor and/or the District.

Annual Interpretation Stipend - \$2000 to be paid equally over the contract year.

The cost of the assessment exam used to determine qualifications for interpretation or translation will be covered by the District.

ARTICLE 13

LAYOFF AND RECALL

Section A – Intent and Definitions

1. Intention. The intent of the District shall be to reduce the impact on the employees in the event of a layoff caused by an administrative decision.
2. Definitions. The following definitions shall be used to interpret this article:
 - a. “Employee” is defined, for the purposes of layoff and recall, as a regular, non-probationary employee.
 - b. “Administrative decision” includes, but is not limited to, those actions of the Board of Directors, Superintendent, or their designee, which reorganizes and/or eliminates a regular position or category of positions.
 - c. “Layoff” means a process whereby the total number of individual positions is reduced, an employment category is reduced, or an employee’s position is eliminated or reduced in hours as indicated in Section E of this Article.
 - d. “Category” means a group of related classifications as indicated in the salary schedule.
 - e. “Seniority” means the total length of service within the District (“district seniority”) since the most recent date of employment (see Article VII, Section 7-D-1). If two (2) or more employees in a classification have the same seniority, the employee with the greater total full-time equivalency (F.T.E.) during the last five (5) years of service with the District shall be considered most senior. If two (2) or more employees in a classification have the same total aggregate F.T.E., the employee with the greater length of service in the classification in which the layoff occurs shall be considered most senior. If two (2) or more employees in a classification have the same district seniority, total aggregate F.T.E., and classification seniority, the tie shall be broken by drawing lots. The lottery will be conducted by the OSEA Field Representative or other designated OSEA representative and the Director of Human Resources in order to complete the final seniority list for the purpose of both layoff and recall.
 - f. “Bumped” employees are those who have been replaced in their current assignment by a more senior employee.
 - g. “Displaced” employees are those employees whose positions have been eliminated.
 - h. “Date of Employment” means the first date of actual service.
 - i. “Classification seniority” means the total amount of time served within a classification from the employee’s initial date of appointment to that classification.
 - j. “Days” is defined as the days the District is open for business with the public.

- k. "All other things being equal" means the District may retain a less senior employee within the same classification if that position has specific requirements which cannot be met by the more senior employee within a reasonable period of time. A reasonable period of time is defined as ten (10) days.

Section B – Layoff

1. Layoff. The District reserves the right to determine the positions to be eliminated or reduced in a layoff situation.
2. Transfer. Prior to initiating a layoff, the District will transfer employees whose positions are scheduled for elimination to any vacant position for which the employee is qualified, provided that does not result in an increase in pay or hours. Employees will not be transferred to different classifications unless the employee has previously held that position within the District within the last five (5) years.
3. Notice. After the Board has taken formal action to implement a layoff, it will notify the Association in writing within five (5) days specifying the reasons for the layoff.

The Association and all employees affected by the layoff shall receive notice of the intended action at least thirty (30) calendar days prior to changing affected employees' employment status.

4. Order of Layoff. When the District determines the need to reduce the work through layoff in a specific classification, employees shall be selected beginning with the least senior in the classification(s) affected to the degree that all other things are equal. When a tie in seniority in a given classification exists the tie shall be broken by drawing lots as stated in Section A.2.e. In the event an employee in a classification for lay off is on a current plan of assistance for improvement, the district may instead of drawing lots lay off the individual on the plan over the tied candidate who is not on a plan.

Section C – Recall

1. Transfer. Prior to initiating a recall of laid off employees, the District will consider the needs of the District and the employees in returning transferred employees to their previous assignments.
2. Qualifications. A laid off employee who is determined by the District to be qualified for a vacant position will be recalled before a new employee is hired. Such qualification shall be determined on the basis of documentation in the employee's personnel file.
3. Notification. Any employee who has been laid off and is subsequently eligible for recall, as determined by the District on the basis of documentation in the employee's personnel file, shall be notified in writing by the District of opening. Such notice shall be sent certified mail to the last address given to the District by the employee and a copy shall be sent to the Association thereby acquitting the District of its notification responsibility.
4. Employee Response. If the District receives no response from the employee within ten (10) days from the date of receipt of the certified mail, it will recall the next employee on the list.

5. Recall List. An employee who is laid off shall be placed on a recall list by classification and shall remain on that list for twenty-four (24) months unless recalled or hired by the District in some other classification. Failure to accept the recall will remove the name of the employee from the recall list. Order of recall shall be based on seniority within the classification and by lottery number when applicable (Section B, 4 above).
6. Seniority. An employee who is laid off and who is subsequently reinstated shall retain their full seniority except for the period of lay off.

Section D – Acceptance or Refusal of Recall

1. Acceptance. The employee shall notify the District of their intent to accept or refuse the recall within ten (10) days following the receipt of the notice or within fourteen (14) days of the mailing of the notice whichever occurs first. If an employee is recalled into a lower paying classification based on being previously employed within the District in the last five (5) years, the employee may remain on the recall list in case an equal position opens later.
2. Refusal. Refusal to accept recall to a position which is less than eighty (80) percent of the annual salary of the position from which the employee was laid off shall not constitute voluntary termination and the employee shall remain on the recall list. A refusal of recall or failure to respond within the timeline indicated in Subsection 1 of this Section to a position which is comparable as defined above shall constitute voluntary termination and the employee shall lose any further right to recall.

Section E – Reduction in Hours

In order to respond to changes in financial resources, educational programs or student needs, the District may have to adjust the assigned hours of employees during the course of the school year. These adjustments shall be implemented in increments of fifteen (15) minutes, not to exceed one and one-half (1.5) hours for a specific employee's assignment.

When the reduction in assigned hours occurs after the start of the affected employee's work year, the employee shall not suffer a reduction of health insurance benefits for the remainder of that work year. A commensurate reduction of health benefits will occur for the following work year(s) if the work hours are not restored. If the reduction in assigned hours occurs prior to the start of the affected employee's work year, then a commensurate reduction in the affected employee's health insurance benefits shall be implemented.

The District retains the right to determine the number of hours of reduction for each affected employee.

If during the same school year where an employee has experienced a reduction in their hours and additional work hours become available within the the employee is assigned to and are within the same program then the building administrator will review their current staffing levels and attempt to restore hours to any employees who experienced a reduction.

ARTICLE 14

PROBATION

Section A – Probationary Status

A probationary status shall be established for each classified employee hired in the District. For employees new to the District, the probationary period shall be eight (8) months from their date of hire. Current employees who interview for and are hired into a new position will have a three (3) month probationary period as described in Article 7, Section C.4. Probation may be extended for an additional three (3) months by the District to assist an employee with identified performance deficiencies. Summer recess period and extended leave(s) of absence of more than ten (10) workdays shall not be counted toward completion of the probationary period. During the probationary period, an employee may be dismissed without prior notice for any reason the District feels sufficient.

Section B - Regular Status Requirements

Any newly hired employee who has direct, unsupervised contact with students shall submit to fingerprinting and a nationwide criminal history check as required by law. No employee shall be placed on regular status until the probationary period has been successfully completed and the results of the criminal history check have been received by the District. In addition, pre-employment drug testing and physicals may be required for custodial, maintenance, and food service employees and the results must be evaluated by the District before regular status is granted.

If the District requires further investigation and/or verification of the results, the employee shall be placed on leave without pay until the investigation is completed.

Section C- Evaluation Process

The first evaluation will be completed by the immediate supervisor(s) during the first five (5) months of employment. The Human Resources Department will contact the immediate supervisor(s) to ensure timely completion of the first performance evaluation.

On or before completing the eighth (8th) month of employment, a meeting with the classified employee shall be scheduled and a second performance evaluation shall be conducted.

Once a probationary employee is granted permanent status, evaluations will continue as outlined in the Classified Employee Evaluation Handbook.

ARTICLE 15

DISCIPLINE AND DISMISSAL

Section A - Discipline and Dismissal

The District must have just cause for discipline or dismissal of classified employees.

Illegal drug possession, distribution, and/or use on the job or outside the workplace or use of alcohol on the job shall be among the possible grounds for immediate termination of employment. Other potential causes for immediate dismissal include, but are not limited to, theft; inappropriate behavior with staff, students, or the public; or child abuse.

Section B- Resignation

Unless otherwise agreed upon between the District and an employee, the employee must give the District at least two (2) weeks notice of intent to resign their employment.

ARTICLE 16

GRIEVANCE PROCEDURE

The purpose of this procedure is to provide an orderly method for resolving grievances regarding the meaning, interpretation, or alleged violation of the provisions of this Agreement. A determined effort shall be made to settle any difference at the lowest possible level in the grievance procedure.

Section A – Definitions

1. “Grievance” is an alleged violation of a specific provision(s) of this Agreement. Although discipline and dismissal violations are grievable under the terms of this Agreement, evaluations are not grievable.
2. “Grievant” is the person or persons who has/have the grievance.
3. “Representative” is the one who may speak for or advise a party in interest.
4. “Immediate Supervisor” is the one who had direct administrative or supervisory responsibility over the grievant in the area of the grievance.
5. “Days” when used in this Article shall mean days the District is open for business with the public.

Section B - General Procedures

1. These procedures shall be processed within the specified lengths of time.
2. The parties shall attempt to complete the procedures by the end of the school year in which the grievance is filed. Time limits indicated in this Article may be extended only by mutual agreement.
3. The grievant shall have the right to the Association representative of their choosing at each step of the grievance procedure.
4. Failure at any level of this procedure by the grievant to appeal a grievance to the next level within the specified length of time shall be deemed to be acceptance of the decision rendered at that level. Failure at any level of this procedure to communicate the decision in writing on a grievance within the specified length of time shall be construed as a denial of the grievance and shall permit the grievance to proceed to the next level.
5. All documents, communications, and records of a grievance will be filed in the school District Office separately from the personnel file except for those actions which result in discipline.
6. All parties will avoid interruption of classroom and/or any other school-sponsored activities in the investigation or processing of a grievance.
7. Every effort will be made by all parties to avoid the unnecessary involvement of students in the grievance procedure.

8. Bargaining unit members authorized by the Association to act as Association representatives will process grievances after the regular workday or at other times which do not interfere with assigned duties unless otherwise authorized by the Superintendent or their designee.
9. Each grievance must be initiated within ten (10) days from the time of the discovery of the occurrence or within ten (10) days of when the grievant should have reasonably known that the event had occurred.

Section C - Grievance Steps

1. **Step One** - The grievant shall first discuss the grievance with the principal or immediate supervisor with the objective of resolving the matter informally.
2. **Step Two** - If the grievant is not satisfied with the disposition of the grievance at Step One, the grievant may, within ten (10) days after the discussion provided for above, file a written grievance with the building principal or other immediate supervisor. The grievance shall set forth a clear statement of the violation and the grounds upon which the grievance is based, identification of the specific article or portions thereof allegedly violated, a clear statement of the specific remedy sought, and the reasons why the grievant considers the informal level decision unacceptable. The building principal or supervisor shall communicate the decision in writing to the grievant within ten (10) days. If the grievant is not satisfied with the decision of the building principal or supervisor, the grievant may appeal to the Superintendent or designee in writing within five (5) days from receipt of the immediate supervisor's reply.
3. **Step Three** - Appeals to the Superintendent or designee shall be heard within ten (10) days of receipt of the appeal. Notice of the time and place of the hearing will be given to the grievant and any other persons officially involved in the grievance. Within ten (10) days of hearing the appeal, the Superintendent or designee will communicate to the grievant, the grievant's representative, and any other parties officially present at the hearing, the written decision which shall include supporting reasons thereof. If the Superintendent or designee's decision is unsatisfactory to the grievant, the grievant may, within ten (10) days of receipt of the Superintendent or designee's decision, appeal to Step Four.
4. **Step Four** - Within five (5) days of the receipt of the appeal, the District School Board will notify all official parties of the hearing to be held within fifteen (15) days of receipt of the appeal. The School Board shall hear arguments of the Superintendent or their representative and the grievant and their representative. Subject to the Public Meetings Law, and at the request of the grievant, the hearing before the Board shall be a public hearing.
5. **Step Five – Arbitration** - Within five (5) days of the receipt of the decision of the School Board, the Association representative on behalf of the grievant may appeal a contract grievance to binding arbitration if the grievant is not satisfied with the disposition of the grievance in Step Four.

The arbitrator shall be selected from a list of seven (7) names provided by the Employment Relations Board (ERB) unless otherwise agreed upon and serve in accordance with its rules. All meetings and hearings under this procedure shall be kept informal and private and shall include only parties in interest and/or designated representatives. The arbitrator shall be requested to render a written decision within thirty (30) days of the close of the hearing or from the date of submission of closing briefs.

The power of the arbitrator shall be limited to interpreting the Agreement and determining if the disputed article or portion thereof has been violated. The arbitrator shall have no authority to alter, modify, vacate, or amend any terms of the Agreement, or to act upon any matter or condition not contained in the Agreement.

The decision of the arbitrator shall be in accord with ORS 243.706 and final and binding on both parties.

The expenses for the arbitration services and the proceeding shall be borne equally. Each party shall be responsible for the costs of preparing and presenting its own case, including the compensation of its representatives and witnesses.

It is expressly understood and agreed that taking a grievance appeal to arbitration constitutes an election of remedies and a waiver of any and all rights by the appealing party to litigate or otherwise contest the appealed subject matter in any court or other available forum. Likewise, litigation or other contest of the subject matter of the grievance in any court or available forum shall constitute an election of remedies and a waiver of the right to arbitrate the matter.

ARTICLE 17

ASSOCIATION DUES

1. The District agrees to deduct the payment of dues from the wages of each bargaining unit member who has signed an authorization. Authorization for payroll deduction shall be in writing on the form provided by the Association.
2. The District agrees to transmit the dues deducted to the state office of the Oregon School Employees Association (OSEA).
3. The Association agrees to lawfully implement this Article and agrees to defend the District and to hold the District harmless against any orders or judgments that result.

ARTICLE 18

RECLASSIFICATION

1. In the event an employee believes they are permanently or regularly performing the duties and responsibilities of an existing position in the bargaining unit that is higher in rank and/or pay, the employee may submit a written request for reclassification to the Superintendent or designee. The request shall state the employee's current classification, and the classification in which the employee believes they should be more properly placed. The employee shall submit a time study on the form provided by the District that lists any out of classification duties the employee is performing and the amount of time each day they are performing those duties. The employee may include seasonal duties they perform which they believe are out of classification that may not have occurred during the time study period.
2. Upon receipt of a request for reclassification upwards, the Superintendent or their designee shall inform the Association President of the request, conduct an audit of the employee's duties and undertake any other reasonable investigation pursuant to the employee's request in order to determine the classification in which the employee should be most properly placed. Within ten (10) days of receipt of a request, a meeting will be scheduled with the employee and a representative from the Association if the employee chooses. Within fifteen (15) days of the meeting, the Superintendent or their designee shall respond to the employee's request. If, in fact, the employee is more properly classified in a higher classification because of actual duties performed, the District may:
 - a. Immediately remove the duties that would place the employee in the higher classification and pay the employee as indicated in Article 12, Section E of this Agreement from the date the request was made until the date the duties are removed; or,
 - b. Reclassify the employee to the higher classification and pay the employee from the date the initial reclassification request was made as indicated below.
3. In the event the employee's request for reclassification is approved, the rate of pay shall be on the higher classification's range and as indicated in Article 7.B.3 of this Agreement. The effective date of reclassification and any increase shall be the date of the employee's initial request for reclassification which shall also constitute the employee's new anniversary date in the new classification.

ARTICLE 19

LABOR-MANAGEMENT COMMITTEE

The District and OSEA shall establish a labor-management committee as an avenue for enhanced labor/management communication.

The committee will consist of representatives from the District and from OSEA. The District representatives will include the Superintendent, the Human Resources Director, and other representatives selected by the District. The OSEA representatives will include the Chapter president, the OSEA Field Representative, and other representatives selected by the Chapter president.

The committee shall meet monthly during the school year at a mutually agreed upon time and location.

ARTICLE 20

WORKING CONDITIONS

Section A – Safe Working Conditions

The parties agree to work toward compliance with safety regulations as required under applicable Federal and State safety requirements. Classified employees who have concerns about workplace safety issues shall notify the building administrator and/or school safety committee. If the employee does not feel their concern was resolved any remediation or remedy needs to be addressed through the grievance procedure but the process would end at Step 3 (Superintendent) and is not eligible for appeal to the school board, arbitration or an unfair labor practice. Complaints not resolved in the grievance procedure would then be handled by the statutory process.

Section B – Workload Concerns

In the event a classified employee believes there is an inequitable distribution of workload for their position, they may request a meeting with their supervisor to review their concerns. The supervisor will schedule a meeting within ten (10) workdays.

Section C – Health Services

1. No medically unlicensed/non-certified classified employee shall be required to provide any service which by law, regulation, or policy must be performed by a medically licensed/certified professional.
2. The District shall comply with requirements of the State Board of Nursing regarding delegation of medically related tasks.

Section D – Materials

1. Classified employees may request from their supervisor access to materials and equipment necessary to complete their work that is not already provided. This includes, but is not limited to, access to computers for work-related emails, planning, etc.
2. If an employee is unable to access any item necessary for the completion of their work and the Supervisor is unable to provide access the employee may contact their assigned HR team member to ask for assistance.
3. The District retains the right to make the final determination on what materials and equipment are necessary to complete an employee's work assignment.

APPENDIX A

Classification Descriptions

Instructional Assistant

- LRC Assistant, LRC II Assistant (MHS)
- Student Assistant (Not Self-Contained Specialized Program Placement)
- General Education Assistant
- Alternative Education Assistant
- English Learner Assistant
- TAG Assistant
- Title I Assistant
- Bear Hugs Assistant
- Library Assistant

Special Programs Assistant

- LRC II (ELEM and MS Only)
- Self-Contained Specialized Program Assistant
- Student Assistant Self Contained Specialized Program
- Migrant Education Assistant

Program Specialists

- Student & Family Engagement Program Specialist
- Bear Hugs Coordinator
- College and Career Facilitator
- Translation Specialist
- Pre-school Leaders
- Work Transition Specialist

CSS II and SISS I

- Client Support Specialist II

CSSL and SISS II

- Client Support Specialist Lead
- Student Information Systems Specialist II

For Reference Only Changed to Salary Schedule Classifications
See Appendix B for full salary schedule for 2023-24

22/23 Position Title	Changes	Pay Impact
Secretary I	Renamed to Elementary Receptionist	None
Secretary II	Moved to Secretary III Range	Increase
Secretary III	Renamed to Secondary School Secretary	None
Accounts Clerk	Renamed to HS Bookkeeper	None
Lead High School Secretary	Removed – Reclassified to Supervisory position (MOU below)	None
Lead Custodian	Renamed to Night Lead Custodian for clarity	None
Floater Custodian	Added to salary schedule as it was missing	None
Nutrition Services Assistant	Moved to District Department Specialist (MOU below)	Red Lined
Instructional Assistant I	Removed no employees in this classification	None
Instructional Assistant II	Renamed to Instructional Assistant	None
Instructional Technician	Only one person in this class – no longer a different position. Moved to Instructional Assistant Classification – MOU below	Red Lined
Instructional Assistant III	Renamed to Special Program Assistant	None
New Position	Created Behavior Programs Assistant Classification	New Position
Network/Data Analyst	Created 2 classifications, 1 for each position	None
Receptionist/Secretary	Renamed to Bi-Lingual Receptionist	None
Accounting/Tech Specialist	Renamed to District Department Specialist	None
Payroll Specialist	Moved from Confidential to Classified	None
Kitchen Manager I	Kitchen Manager - Elem/MS	Increase
Kitchen Manager II	Kitchen Manager - Elem/MS	None

Appendix B
2023-24 Salary Schedule – Step 1 Adjustments across all positions

Classification							
BUILDING SUPPORT	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Elementary Receptionist	16.12	16.94	17.81	18.67	19.60	20.58	21.70
Secondary School Secretary	17.39	18.28	19.21	20.14	21.15	22.21	23.41
HS Bookkeeper	17.39	18.28	19.21	20.14	21.15	22.21	23.41
Secretary IV	17.65	18.55	19.50	20.44	21.46	22.54	23.76
Lead Elem School Secretary	17.69	18.59	19.54	20.49	21.51	22.59	23.81
Lead Middle School Secretary	18.25	19.18	20.16	21.14	22.19	23.30	24.56
FACILITIES & CUSTODIAL	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Custodian	17.04	17.91	18.82	19.74	20.72	21.76	22.94
Night Lead Custodian	17.84	18.75	19.71	20.66	21.69	22.78	24.01
Warehouse	18.68	19.63	20.63	21.63	22.72	23.85	25.14
Grounds/Maintenance Worker	18.68	19.63	20.63	21.63	22.72	23.85	25.14
Head Custodian Elem	19.59	20.59	21.64	22.69	23.82	25.01	26.37
Floater Custodian	19.59	20.59	21.64	22.69	23.82	25.01	26.37
Head Custodian Middle School	20.12	21.14	22.22	23.30	24.47	25.69	27.08
Lead Grounds/Maintenance	20.12	21.14	22.22	23.30	24.47	25.69	27.08
Head Custodian High School	20.95	22.02	23.14	24.26	25.48	26.75	28.20
Maintenance Specialist I	20.95	22.02	23.14	24.26	25.48	26.75	28.20
Maintenance Specialist II	23.17	24.35	25.59	26.83	28.18	29.59	31.19
NUTRITION SERVICES	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Food Service Worker	15.27	16.05	16.87	17.69	18.57	19.50	20.55
Assistant Kitchen Manager	16.93	17.79	18.70	19.61	20.59	21.62	22.79
Catering Manager	18.45	19.39	20.38	21.37	22.44	23.56	24.83
Kitchen Manager – Elem/MS	18.45	19.39	20.38	21.37	22.44	23.56	24.83
Kitchen Manager III	20.89	21.95	23.07	24.19	25.40	26.67	28.12
INSTRUCTIONAL/STUDENT SUPPORT	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Instructional Assistant	16.67	17.52	18.41	19.31	20.27	21.29	22.44
Campus Supervisor	17.59	18.49	19.43	20.37	21.39	22.46	23.68
Special Programs Assistant	18.16	19.09	20.06	21.03	22.08	23.19	24.44
Behavior Program Assistant	19.00	19.97	20.99	22.01	23.11	24.26	25.57
Program Specialist	21.49	22.58	23.74	24.89	26.13	27.44	28.93
SLPA	21.65	22.75	23.91	25.07	26.33	27.64	29.14
TECHNOLOGY	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
CSS I	21.40	22.49	23.64	24.78	26.02	27.33	28.80
CSS II and SISS I	25.29	26.58	27.93	29.29	30.75	32.29	34.04
CSS Lead and SISS II	28.35	29.79	31.31	32.83	34.48	36.20	38.16
Network Analyst	35.93	37.76	39.69	41.61	43.69	45.88	48.36
Data Analyst	35.93	37.76	39.69	41.61	43.69	45.88	48.36
DISTRICT OFFICE STAFF	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
DO Bi-Lingual Receptionist	17.69	18.59	19.54	20.49	21.51	22.59	23.81
District Department Specialist	19.67	20.67	21.73	22.78	23.92	25.12	26.48
Transportation Specialist	21.59	22.69	23.85	25.01	26.26	27.57	29.06
Payroll Specialist	26.90	28.27	29.71	31.15	32.71	34.35	36.21

Appendix C
2024-25 Salary Schedule – Part 2 of Step 1 Adjustments and 2% COLA Applied

Classification							
BUILDING SUPPORT	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Elementary Receptionist	17.25	18.13	19.05	19.98	20.98	22.02	23.22
Secondary School Secretary	18.54	19.49	20.48	21.48	22.55	23.68	24.96
HS Bookkeeper	18.54	19.49	20.48	21.48	22.55	23.68	24.96
Secretary IV	18.80	19.76	20.76	21.77	22.86	24.00	25.30
Lead Elem School Secretary	18.88	19.84	20.85	21.87	22.96	24.11	25.41
Lead Middle School Secretary	19.44	20.43	21.47	22.52	23.64	24.82	26.17
FACILITIES & CUSTODIAL	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Custodian	17.83	18.27	19.20	20.13	21.14	22.19	23.39
Night Lead Custodian	18.20	19.12	20.10	21.08	22.13	23.24	24.49
Warehouse	19.05	20.02	21.05	22.07	23.17	24.33	25.65
Grounds/Maintenance Worker	19.05	20.02	21.05	22.07	23.17	24.33	25.65
Head Custodian Elem	19.98	21.00	22.07	23.14	24.30	25.51	26.90
Floater Custodian	19.98	21.00	22.07	23.14	24.30	25.51	26.90
Head Custodian Middle School	20.52	21.57	22.67	23.77	24.96	26.20	27.62
Lead Grounds/Maintenance	20.52	21.57	22.67	23.77	24.96	26.20	27.62
Head Custodian High School	21.37	22.46	23.60	24.75	25.99	27.29	28.76
Maintenance Specialist I	21.37	22.46	23.60	24.75	25.99	27.29	28.76
Maintenance Specialist II	23.63	24.84	26.10	27.37	28.74	30.18	31.81
NUTRITION SERVICES	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Food Service Worker	15.58	16.37	17.20	18.04	18.94	19.89	20.96
Assistant Kitchen Manager	17.27	18.15	19.07	20.00	21.00	22.05	23.24
Catering Manager	18.82	19.78	20.79	21.80	22.89	24.03	25.33
Kitchen Manager – Elem/MS	18.82	19.78	20.79	21.80	22.89	24.03	25.33
Kitchen Manager – HS	21.31	22.39	23.54	24.68	25.91	27.21	28.68
INSTRUCTIONAL/STUDENT SUPPORT	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Instructional Assistant	17.00	17.87	18.78	19.69	20.68	21.71	22.89
Special Programs Assistant	18.52	19.47	20.46	21.45	22.53	23.65	24.93
Campus Supervisor	19.22	20.20	21.23	22.26	23.37	24.54	25.87
Behavior Program Assistant	19.38	20.37	21.41	22.45	23.57	24.75	26.09
Program Specialist	22.59	23.74	24.96	26.17	27.48	28.85	30.41
SLPA	22.75	23.95	25.12	26.35	27.54	28.75	30.33
TECHNOLOGY	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
CSS I	23.01	24.18	25.42	26.65	27.98	29.38	30.97
CSS II and SISS I	27.51	28.91	30.39	31.86	33.45	35.13	37.03
CSS Lead and SISS II	30.62	32.18	33.82	35.46	37.24	39.10	41.22
Network Analyst	38.31	40.26	42.32	44.37	46.59	48.92	51.57
Data Analyst	38.31	40.26	42.32	44.37	46.59	48.92	51.57
DISTRICT OFFICE STAFF	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Bi-Lingual Receptionist	18.88	19.84	20.85	21.87	22.96	24.11	25.41
District Department Specialist	20.80	21.86	22.97	24.09	25.29	26.56	27.99
Transportation Specialist	22.76	23.92	25.14	26.36	27.67	29.06	30.63
Payroll Specialist	28.15	29.59	31.10	32.60	34.24	35.95	37.89

Appendix D
2025-26 Salary Schedule –2% COLA Applied

Classification							
BUILDING SUPPORT	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Elementary Receptionist	17.59	18.47	19.40	20.37	21.38	22.45	23.58
Secondary School Secretary	18.91	19.86	20.85	21.90	22.99	24.14	25.35
HS Bookkeeper	18.91	19.86	20.85	21.90	22.99	24.14	25.35
Secretary IV	19.17	20.13	21.14	22.20	23.31	24.47	25.70
Lead Elem School Secretary	19.26	20.22	21.23	22.29	23.41	24.58	25.81
Lead Middle School Secretary	19.83	20.82	21.86	22.96	24.10	25.31	26.57
FACILITIES & CUSTODIAL	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Custodian	17.73	18.61	19.55	20.52	21.55	22.63	23.76
Night Lead Custodian	18.56	19.49	20.46	21.49	22.56	23.69	24.87
Warehouse	19.43	20.41	21.43	22.50	23.62	24.80	26.04
Grounds/Maintenance Worker	19.43	20.41	21.43	22.50	23.62	24.80	26.04
Head Custodian Elem	20.38	21.40	22.47	23.59	24.77	26.01	27.31
Floater Custodian	20.38	21.40	22.47	23.59	24.77	26.01	27.31
Head Custodian Middle School	20.93	21.98	23.08	24.23	25.44	26.72	28.05
Lead Grounds/Maintenance	20.93	21.98	23.08	24.23	25.44	26.72	28.05
Head Custodian High School	21.80	22.89	24.03	25.23	26.49	27.82	29.21
Maintenance Specialist I	21.80	22.89	24.03	25.23	26.49	27.82	29.21
Maintenance Specialist II	24.11	25.31	26.58	27.91	29.30	30.77	32.30
NUTRITION SERVICES	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Food Service Worker	15.89	16.68	17.52	18.39	19.31	20.28	21.29
Assistant Kitchen Manager	17.61	18.49	19.42	20.39	21.41	22.48	23.60
Catering Manager	19.20	20.16	21.16	22.22	23.33	24.50	25.72
Kitchen Manager – Elem/MS	19.20	20.16	21.16	22.22	23.33	24.50	25.72
Kitchen Manager - HS	21.73	22.82	23.96	25.16	26.42	27.74	29.13
INSTRUCTIONAL/STUDENT SUPPORT	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Instructional Assistant	17.34	18.21	19.12	20.08	21.08	22.14	23.24
Special Programs Assistant	18.89	19.84	20.83	21.87	22.97	24.11	25.32
Campus Supervisor	19.60	20.58	21.61	22.69	23.83	25.02	26.27
Behavior Program Assistant	19.77	20.76	21.79	22.88	24.03	25.23	26.49
Program Specialist	23.04	24.20	25.41	26.68	28.01	29.41	30.88
SLPA	23.20	24.36	25.58	26.86	28.20	29.61	31.09
TECHNOLOGY	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
CSS I	23.47	24.64	25.88	27.17	28.53	29.96	31.45
CSS II and SISS I	28.06	29.46	30.94	32.48	34.11	35.81	37.60
CSS Lead and SISS II	31.23	32.79	34.43	36.16	37.96	39.86	41.85
Network Analyst	39.08	41.03	43.08	45.24	47.50	49.87	52.37
Data Analyst	39.08	41.03	43.08	45.24	47.50	49.87	52.37
DISTRICT OFFICE STAFF	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Bi-Lingual Receptionist	19.26	20.22	21.23	22.29	23.41	24.58	25.81
District Department Specialist	21.21	22.27	23.39	24.56	25.79	27.07	28.43
Transportation Specialist	23.21	24.37	25.59	26.87	28.21	29.62	31.11
Payroll Specialist	28.72	30.15	31.66	33.24	34.90	36.65	38.48

MEMORANDUM OF UNDERSTANDING
Between
OREGON SCHOOL EMPLOYEES ASSOCIATION
on behalf of OSEA CHAPTER 90
and
MCMINNVILLE SCHOOL DISTRICT

This Memorandum of Understanding shall recognize the existence of the position assigned to the District Office that is mis-categorized as a confidential employee as defined in ORS 243.650 (6).

The position and the employee assigned to the position is listed below:

Heidi Upmeyer-Vollmer - District Office Administrative Assistant/Operations

Both parties agree that this position shall continue to be excluded from the bargaining unit until vacated by the current incumbent through transfer, promotion, developmental opportunity, termination of employment, demotion, or leave in excess of a year. Upon transition into the bargaining unit, the rate of pay will be consistent with the classified hourly wage schedule within the classification the job is assigned. All other bargaining unit rights and privileges will then apply to the position.

MEMORANDUM OF UNDERSTANDING
Between
OREGON SCHOOL EMPLOYEES ASSOCIATION
on behalf of OSEA CHAPTER 90
and
MCMINNVILLE SCHOOL DISTRICT

This Memorandum of Understanding is entered into by and between the McMinnville School District ("District") and the Oregon School Employees Association McMinnville Chapter 90 ("Association"). The District and Association are parties to a collective bargaining agreement (CBA) with effective dates of July 1, 2023 – June 30, 2026.

This Memorandum of Understanding shall recognize the existence of positions that are being phased out of the current classified positions (red lined). The employee's in these positions are being moved from their current position to a comparable position, and will be held harmless in compensation.

The position and the employee assigned to the positions are listed below:

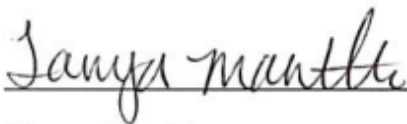
Susan Ackerman - Instructional Technician will change to Instructional Assistant
Jamie Wright - Nutrition Services Assistant will change to District Department Specialist

Any provisions of the parties' CBA not expressly modified by this memorandum of understanding shall remain in full force and effect.

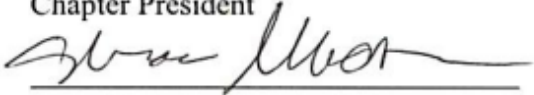
Any disputes regarding an alleged violation or the interpretation or application of this agreement shall be resolved pursuant to the grievance procedure in the CBA between the parties.

For OSEA McMinnville Chapter 90


For McMinnville School District #40



Chapter President



OSEA Field Representative



Date May 30, 2023

MEMORANDUM OF UNDERSTANDING
Between
OREGON SCHOOL EMPLOYEES ASSOCIATION
on behalf of OSEA CHAPTER 90
and
MCMINNVILLE SCHOOL DISTRICT

This Memorandum of Understanding is entered into by and between the McMinnville School District ("District") and the Oregon School Employees Association McMinnville Chapter 90 ("Association"). The District and Association are parties to a collective bargaining agreement (CBA) with effective dates of July 1, 2023 – June 30, 2026.

This Memorandum of Understanding recognizes the bargaining unit position of Lead High School Secretary has been vacated and the position of High School Office Manager was created in the confidential/supervisory group and has assumed the duties of the bargaining unit position.

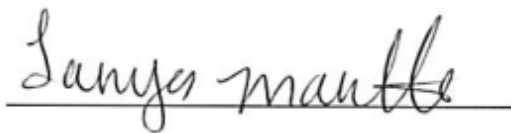
Both parties agree that if the supervisory duties are removed from the High School Office Manager position it will revert back to a classified bargaining unit position and the District and Association will meet to discuss the compensation for the position prior to the change. All other bargaining unit rights and privileges will then apply to the position.

Any provisions of the parties' CBA not expressly modified by this memorandum of understanding shall remain in full force and effect.

Any disputes regarding an alleged violation or the interpretation or application of this agreement shall be resolved pursuant to the grievance procedure in the CBA between the parties.

For OSEA McMinnville Chapter 90

For McMinnville School District #40



Chapter President



OSEA Field Representative

Date May 30, 2023