

WORKING IT OUT TOGETHER

AGREEMENT

BETWEEN

SCIO CLASSROOM TEACHERS' ASSOCIATION

AND

SCIO SCHOOL DISTRICT 95-C

2024-2026



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PREAMBLE

This agreement is entered into between the Board of Education on behalf of the Scio School District 95-C, Linn County, State of Oregon, herein referred to as the "Board" or "District" and the Scio Classroom Teachers' Association, herein referred to as the "Association."

The purpose of this Agreement and the intent of the parties is to set forth the full agreement between the parties concerning employment relations for the members of the bargaining unit.

ARTICLE 1 - RECOGNITION

- A. The Board recognizes the Association as the exclusive bargaining agent with regard to employment relations for the licensed classroom teachers, counselors, and librarians of the District working .5 FTE or more and for no other person or group of persons. Specifically excluded from the bargaining unit are supervisory employees, confidential employees, and substitute teachers.

“Teacher” or “Employee” as used in this agreement: a regular teacher, counselor, or librarian, whether or not a member of the Association.

- B. For this contract, the following definitions apply unless otherwise indicated:

Employee: All unit members represented by the Association in the bargaining unit as defined in Section A above.

Professionally or Academically Licensed: All employees required, as a condition of employment, to possess an academic certificate, license, degree, or the equivalent, issued by TSPC, the State of Oregon, an institution of higher education, or a professional society.

Substitute: Anyone employed to take the place of a regular employee who is absent. A substitute may not replace any individual employee for more than 95 consecutive workdays in the same school year (or the equivalent number of days to a semester).

Temporary: Anyone employed to fill a position designed as temporary or experimental or to fill a vacancy of more than 95 consecutive workdays that occurs after the opening of school (or the equivalent number of days to a semester), because of unanticipated enrollment or because of death, disability, retirement, resignation, or employment termination of a regular employee.

- C. The District agrees to inform newly hired teachers that the Association is the exclusive bargaining representative of all teachers in the bargaining unit and to provide each with a copy of this Agreement at the time of hire.
- D. The Association will print 55 copies of this Agreement for the District. The District will distribute a copy to each member of the bargaining unit.

ARTICLE 2 - NON-DISCRIMINATION

- A. The Association and the District affirm their adherence to the principles of free choice and agree that they shall comply with the provisions of ORS 659A.830.
- B. All references to employees in this Agreement designate both sexes and when the male gender is used, it shall be construed to include both male and female employees.
- C. An alleged violation of Section A of this Article shall be processed as a grievance through Level 3 of the grievance procedure but shall be subject to advisory arbitration, only. It is the parties' intent that any contest after the Board's decision be taken to another appropriate and available forum.

ARTICLE 3 - DISTRICT RIGHTS

- A. It is recognized that the Board has and will continue to retain the rights and responsibilities to operate and manage the school system and its programs, facilities, properties and activities of its employees.
- B. It is further recognized that the Board does not extend to the Association or to the teachers any rights or privileges other than those specifically spelled out in this agreement.
- C. Without limiting the generality of the above two paragraphs, it is expressly recognized that the Board's operational and managerial responsibility includes but is not limited to:
 - 1. The right to determine location of the schools and other facilities of the school system, including the right to establish new facilities and to relocate or close old facilities.
 - 2. The determination of the financial policies of the District, including the general accounting procedures, inventory of supplies and equipment procedures and public relations.
 - 3. The determination of the management, supervisory or administrative organization of each school or facility in the system and the selection of employees for promotion to supervisory, management or administrative positions.
 - 4. The maintenance of discipline and control and use of the school system property and facilities.
 - 5. The determination of safety, health and property protection measures where legal responsibility of the Board or other governmental unit is involved.
 - 6. The right to enforce the rules and regulations now in effect and to establish new rules and regulations from time to time not in conflict with this Agreement.
 - 7. The direction and arrangement of all the working forces in the system, including the right to hire, suspend, discharge, or transfer employees consistent with this Agreement.
 - 8. The creation, combination, modification or elimination of any teaching position deemed advisable by the Board.
 - 9. The determination of the size of the working force, the allocation and assignment of work to employees, the determination of policies affecting the selection of employees and the establishment of quality standards and judgment of employee performance.
 - 10. The determination of the layout and equipment to be used and the right to plan, direct and control school activities. The determination of the process, techniques, methods and means of teaching and the subjects to be taught.
 - 11. The right to establish and revise the school calendar, establish hours of employment, schedule classes and select textbooks, teaching aids and materials.
 - 12. The right to make assignments for all programs of an extra-curricular nature.

13. The District reserves the right, with cause, to require a physician's certification attesting to an employee's fitness for duty.
14. The right to place an employee on un-paid administrative leave until the District receives a valid license (or is notified of such by TSPC) if the employee has not fulfilled the basic requirements necessary to renew his/her license, and/or has not submitted the required renewal documentation on, or before, the license expiration date.

ARTICLE 4 - ASSOCIATION RIGHTS & PRIVILEGES

A. PUBLIC INFORMATION

1. The Board agrees to furnish to the Association upon request all available public information concerning the financial resources of the District and such other public information that shall assist the Association in developing bargaining proposals on behalf of the teachers, together with information which may be necessary for the Association to process any grievance or complaint.
2. The Association will pay all reasonable costs for preparation of materials not readily available. In such cases, the District will attempt to provide the Association with an estimate of the time or cost involved in producing the requested information. The Association will provide the District with an indication of its willingness to incur the costs of production before the District will commence the research.
3. School Board Information

The District will provide the Association with the agenda, unapproved minutes of previous Board meetings, and a copy of the Board packet, exclusive of confidential materials and Superintendent-Board member briefing materials, at the time they are sent or given to the Board members.

B. SCHOOL FACILITIES AND EQUIPMENT

1. School facilities may be used for Association meetings at reasonable times during non-duty hours provided that such meetings shall not interfere with the normal school operations or special meetings and classes and providing that prior approval is received from the principal.
2. The Association shall have the right to use all equipment and facilities normally used by the teachers when such equipment and facilities are not otherwise in use. The Association agrees to pay for reasonable cost of all supplies and material incidental to such use, and any repairs necessitated as a direct result thereof. The Association will adhere to District policy and rules regarding computer usage, the e-mail system, and internet access.
3. The District agrees to furnish bulletin board space in each school. The Association will limit its postings of information to such space.
4. The Association shall have the right to reasonable use of the interschool mail facilities, school mail boxes, e-mail, and school telephones and shall adhere to the district's policies and rules regarding the same.

C. FACULTY MEETING

Upon request, the Association may be allowed to make brief announcements at any building faculty meeting or in-service program.

D. ADMINISTRATIVE SELECTION

Before hiring new principals or a new superintendent the Board will give consideration to the input of the Association regarding the desirable qualifications of the successful applicant. The Board shall also maintain a board policy that sets up a process for reasonable representation by the Association in the

screening and interview procedures during the hiring of a principal or superintendent. The Association shall also have input into the development of this policy so a clear understanding of the level of participation is maintained.

E. **GRIEVANCE/NEGOTIATION MEETINGS**

Whenever any District teacher is required by the District to participate during working hours in a grievance proceeding or negotiations, there shall be no loss of pay or leave.

F. **DISTRICT POLICIES**

1. The District will prepare and reasonably attempt to keep district policies current. The District will also maintain policies electronically with a link to district policies on the district website.
2. A list of newly proposed or adopted policies will be included in the Board meeting packet that is provided to the Association President.

ARTICLE 5 - TEACHER'S CONTRACTS AND RIGHTS

A. INDIVIDUAL TEACHER CONTRACTS

1. Any individual contract between the District and an individual teacher shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
2. Whenever possible, prior to the execution of an individual contract, the teacher shall be informed of the area of subject matter or grade level taught.
3. Normally, Association business shall not be conducted during instructional time.

B. PERSONNEL FILES

1. No disciplinary action, evaluation document, or complaint will be placed into a teacher's personnel file without the teacher first being given a copy of the material, having had the opportunity to discuss the material with the administrator and having had the opportunity to sign the material.
2. The teacher shall have the right to attach a statement to any material placed in the personnel file. Refusal to sign will not keep material from being placed in the file, but it shall cause a third party to act as witness of the refusal to sign before material can go into a personnel file.
3. The teacher will have the right to review the contents of the personnel file and, upon request, to receive a copy of any of its contents. This file shall contain all permanent material relevant to the teacher's employment and shall be the repository of such materials. The teacher may have a representative present during such review.
4. Working files may be maintained by the building administrator for purposes of evaluation. Teachers have the right to review the contents of their working file. Teachers have the right to comment on the working file by attaching a written statement. The teacher's written statement will follow the working file content until that content is destroyed by the building administrator.
5. All personnel files with personally identified information shall be confidential except as required by law. Information from these files shall only be released in accordance with School Board Policy GBL, Personnel Records. If the Superintendent chooses to permit persons other than those specified in policy to use and inspect employee files and records, for a legitimate official purpose, prior written notification will be provided to the Association and employee.

C. DISCUSSION OF SCHOOL RELATED PROBLEMS

1. A teacher may request an appointment with any of the administrators in order to discuss any school-related problems. The appointment shall be granted as soon as time and other responsibilities allow. The normal procedure shall be to discuss the problem first with the building principal.
2. Any employee with criticism of the District is encouraged to submit that criticism first in confidence to the appropriate persons and then through proper channels of communication in the District.

D. **STUDENT GRADES**

No student grade or evaluation will be changed without first conferring with the teacher if the teacher is available. If a grade is changed over the teacher's objection, the Superintendent will so indicate in writing and the District will assume the responsibility for the change.

E. **DISCIPLINE OF TEACHERS**

1. **Discipline of Probationary Teachers**

No probationary teacher will be disciplined without due process. Due process shall include the following:

- a. Notice of the charges or reasons for discipline.
- b. Notice of the disciplinary action contemplated, and
- c. The opportunity to discuss the matter with the supervisor before the decision is finalized.

2. **Discipline of Contract Teachers**

No Contract teacher will be disciplined without Just Cause.

F. **REPRESENTATION**

In the event that a principal and/or the Superintendent calls a teacher to a meeting that a reasonable person believes could result in disciplinary action against a teacher, the teacher will be informed in advance regarding the purpose of the meeting and the teacher shall have the right to have representation present, if so requested.

G. **NEW TEACHER ORIENTATION**

The District with Association consultation shall have a new teacher orientation program.

H. **COPYRIGHT OWNERSHIP**

The parties recognize that employees retain authorship or patent interests in all works created outside the scope of employment. In return, each teacher must allow the District an unlimited license for the use of such materials or inventions in District classrooms and on District premises without any charge or fee. In addition, the parties wish to encourage increased creativity and productivity of employees in producing materials for the classroom or for the benefit and use of the District.

I. **PERSONAL LIFE**

The personal life of a teacher is not an appropriate concern of the District unless it interferes with the teacher's licensure or contractual responsibilities or causes an educational disruption to the district.

J. **GRANTS & FUNDS**

The purchasing process will be published digitally on the District's Staff Resource Page.

K. CURRICULUM INPUT

The parties acknowledge that educational programs run most effectively when professional educators have a voice in the selection of district-adopted curriculum. When a curriculum is changed or a new curriculum is adopted, the parties will follow the process outlined in District Administrative Rule (IIA-AR Instructional Materials Review and Adoption).

ARTICLE 6 - CLASSROOM MANAGEMENT AND DISCIPLINE

A. School Principals will meet with employees in the Fall of each school year to establish and/or review building disciplinary standards and procedures to ensure uniform enforcement of building and district standards. School principals will also meet with employees in the Spring of each school year to seek feedback on the current building level guidelines for student behavior from the Student Handbook.

B. INFORMAL REMOVALS

Teachers may temporarily exclude a student from the classroom when the student's behavior is seriously disrupting the instructional program. The teacher will immediately notify the principal, or designee, of the removal and the reasons for the removal. When applicable, the teacher will also complete the student referral form. The teacher will be informed about the resolution of the removal in a timely matter.

C. PRINCIPAL/TEACHER CONFERENCE

As soon as possible, the principal or other administrator will arrange for a conference to discuss the matter. At all times, final decision-making authority and the right to place the student in a classroom shall rest with the principal or designee.

D. WRITTEN RESPONSE

Upon request, the teacher will be provided with a written response from the principal or other administrator outlining the action taken on the referral.

E. ADMINISTRATIVE RESPONSIBILITY

During the period of removal from the classroom as long as the teacher has notified the principal, the student shall not be the responsibility of the teacher, unless otherwise directed by the administrator. When the building administration becomes aware of student(s) with intensive behavioral needs enrolling in the building, they will communicate relevant information about the student(s) in a timely manner to any teacher providing services to the student(s). In addition, notice will be provided to relevant teacher(s) when the building administration has been informed that a student has been adjudicated for a crime involving violent behavior.

F. DISTRICT RESPONSIBILITY

Nothing in this article will be interpreted to require the District to violate its legal obligations.

***See also Letter of Agreement in Appendix F**

ARTICLE 7 - COMPLAINT PROCEDURE

A. COMPLAINT AGAINST A TEACHER

If a complaint is made against a teacher to the administration, and:

1. The principal intends to make a record in the evaluation report of a complaint received concerning the teacher or;
2. The principal intends to place a record of such complaint in the teacher's personnel file or;
3. In the principal's judgment, such complaint is sufficiently relevant to the teacher's performance as to indicate the desirability of a conference;

The following will be utilized.

B. COMPLAINT PROCESS

If any provisions of Section A are met then the complaint shall be processed as follows:

1. A conference shall be held between the teacher and an administrator within five working days after the complaint is made to the administration. At the conference, the teacher will be presented with the complaint, in writing, signed by the administrator and/or the complainant, as appropriate. The written complaint will include the date, approximate time, and names of any involved persons.
 2. The teacher has the right to representation at all meetings related to this procedure.
 3. The teacher shall have the right to attach any rebuttals or explanations to any written documents placed in the personnel file. Nothing shall be placed in a teacher's personnel file without the teacher being notified.
- C. Any such complaint which the administration chooses not to discuss with the teacher or which is not discussed within the required time shall not be considered in the teacher's evaluation and shall not be used against the teacher in any subsequent action by the District.

ARTICLE 8 - GRIEVANCE PROCEDURE

A. PURPOSE

The purpose of this procedure is to provide an orderly method for resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure.

B. DEFINITIONS

1. A contract grievance is defined as an alleged violation or inequitable interpretation of this Agreement and shall be appealable to binding arbitration.
2. A Board Policy grievance is defined as a difference of opinion regarding the meaning and/or application of a Board Policy and shall be appealable to the Board level. The Board's decision shall be final and binding; such decisions are not subject to arbitration nor to an unfair labor practice complaint.
3. Meetings and Hearings. All meetings and hearings under this Article may include the parties in interest and designated or selected representatives. All meetings and hearings are subject to the Public Meetings Law.
4. Group Grievances. If a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level 2.
5. Grievant: A teacher, group of teachers or the Association.

C. CONDITIONS

1. The grievant shall be entitled to representation of his/her choosing at all levels of the grievance procedure.
2. All grievances shall be handled in a professional manner. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.
3. If a grievant does not initiate the informal or formal grievance process within fifteen (15) school days after the facts upon which the grievance is based first became known to the grievant, the grievance will be deemed waived.

Additionally, if the grievance is not appealed to the next level within the timeframes specified in this article, the grievance will be deemed waived.

D. PROCEDURES

Grievances will be processed in the following manner and within the stated time limits:

1. Informal Level

A grievant shall promptly attempt to resolve the grievance informally with the principal.

2. Formal Level 1: Principal

- a. If the grievance is not resolved informally, it shall be reduced to writing by the grievant who shall submit it to the principal within fifteen (15) school days of the conclusion of the Informal Level.
- b. After presentation of the grievance in writing by the grievant or Association, the Association may request that the parties bypass one or more of the steps of the grievance procedure.
- c. The principal will reply in writing to the grievant with a copy to the Association within ten (10) school days after receipt of the written grievance.

3. Formal Level 2: Superintendent

- a. If the grievance is not settled in Level 1, and the grievant wishes to appeal the grievance to Level 2, the grievant may file the grievance in writing to the Superintendent of Schools within fifteen (15) school days after receipt of the principal's written answer.
- b. The grievance shall give a clear and concise statement of the alleged grievance including the fact(s) upon which the grievance is based, the issue(s) involved, the agreement provision(s) and/or Board Policy(s) involved and the relief sought.
- c. The Superintendent or representative shall thoroughly review the grievance, arrange for necessary discussions, and give a written answer, with reasons, to the grievant with a copy to the Association no later than ten (10) school days after receipt of the written grievance.

4. Formal Level 3: School Board

- a. If the grievance is not settled in Level 2, and the grievant wishes to appeal the grievance to Level 3, the grievant may file the grievance in writing to the School Board within fifteen (15) school days after receipt of the Superintendent's written answer.
- b. The School Board will hold a hearing on the grievance within thirty (30) calendar days of receipt of the appeal. The hearing will take place during a private portion of the meeting, unless otherwise mutually agreed upon in writing.
- c. The grievant and Association will be notified at least fifteen (15) calendar days in advance of the meeting at which the grievance is to be discussed.
- d. If the hearing is scheduled for a regular Board meeting, all attempts will be made to schedule it as early in the meeting as possible.
- e. The School Board will review the grievance, hear the presentation of the grievant or the Association and hear the presentation by the District's representatives.

- f. Within ten (10) calendar days from the close of the School Board hearing the School Board will make a decision and the Superintendent will confirm the School Board's decision with reasons in writing to the grievant and the Association.
- g. The Board retains the option of waiving the hearing at Level 3 and the Association may then proceed directly to Level 4 (arbitration).

5. Formal Level 4: Arbitration

- a. Grievances not settled in Level 3 of the grievance procedure may be appealed to arbitration provided:
 - 1) Written notice of a request for arbitration is made to the Superintendent, by the Association, within thirty (30) school days of receipt of the School Board's answer in Level 3.
 - 2) The issue(s) involve the interpretation or meaning of a specific provision(s) of the Agreement.
 - b. When timely request has been made for arbitration, the parties or their designated representatives shall attempt to select an impartial arbitrator.
 - c. Failing to do so, within ten (10) school days of the appeal, either party may request the Oregon Employment Relations Board to submit a list of five arbitrators.
 - d. As soon as the list has been received, the parties or their designated representatives shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list and the fifth and remaining name shall act as arbitrator.
 - e. The arbitrator shall schedule a hearing on the grievance and after hearing such evidence as the parties desire to present, shall render a written decision.
 - f. The arbitrator shall have no power to add to, subtract from, modify or amend any terms of this agreement. The arbitrator shall have the power only to interpret this agreement and determine if it has been violated.
 - g. The arbitrator shall have no authority to substitute his/her judgment for that of the District.
 - h. A decision of the arbitrator shall, within the scope of his/her authority, be binding upon the parties.
 - i. The Board and the Association will share equally any joint costs of the arbitration procedures, such as the fee and expense of the arbitrator and the cost of the hearing room. The parties shall bear the cost of presenting their own case.
6. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level is a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement memorialized in writing.

ARTICLE 9 - WORK YEAR

A. SCHOOL YEAR

The Certified Contract will consist of 190 days. The school year shall consist of 190 days, including five (5) paid holidays (Labor Day, Veterans' Day, Thanksgiving Day, New Year's Day, and Memorial Day). It is understood that the District reserves the right under District Functions, to establish the calendar and all dates within the 190 School Calendar days.

B. CALENDAR

1. District will submit a proposed calendar to the Association, at least fifteen (15) school days prior to Board adoption thereof, for input back to the administration.
2. During the duration of this contract, approximately half of all in-service days shall be devoted to non-instructional, teacher work time in the classroom.

C. INCLEMENT WEATHER

When schools are temporarily closed to students due to an event such as inclement weather, teachers shall not be required to report for work. Teacher salaries will not be docked for such absences; however, the District reserves the right to make up all lost days without additional teacher compensation beyond the original number of contracted days.

D. NEW HIRES

1. The District may at its discretion bring the newly hired licensed staff in for one day prior to inservice for a new teacher orientation. This day will be outside of the regular teacher contract and the teachers will be compensated at the curriculum rate of pay.
2. New Hire Contact Information
 - a. Content of the Contact Information - The District shall provide to the Association, in an editable digital file format agreed to by the Association, the contact information for each, including name, phone numbers, work and home email addresses, and personal mailing addresses known by the District.
 - b. Sharing the Contact Information – Within ten (10) calendar days of being entered into the District's HR system, the District shall provide the required contact and employment information for newly-hired bargaining unit members.

3. New Hire Orientation

During the work week after one or more new employees start their first day of work, the District shall invite and require the new hires to attend a sixty (60) minute Association orientation. The orientation shall take place a mutually agreed upon location. All new hires and designated Association representatives who attend the orientation shall not suffer a loss of pay or benefits. The District and the Association agree that the simplest way to satisfy this obligation is by holding a specific day each month, to be determined each year, for such orientations.

ARTICLE 10 - WORK DAY

A. WORK HOURS

1. Each teacher must be at school to meet all professional responsibilities including certain meetings after normal working hours and all contacts needed to meet with students and/or their parents. Some of these meetings would include staff meetings and District-wide instructional meetings. Some school programs outside the regular workday are to be considered a part of a teacher's job. Building administrators may expect each teacher to attend three events of this nature at the administrator's discretion.
2. A schedule for these required evening events will be developed and announced at least thirty (30) days in advance.
3. Each teacher shall be required to work a forty (40) hour week. Flex time can be taken, with administrative approval, during non-student contact times when teachers need to come in early or stay late for meetings (i.e. IEP meetings, team meetings, faculty meetings, parent/teacher meetings). . The District shall not extend the forty-hour workweek with any regularity of program. Teachers will log flex time using a district approved digital system in quarter-hour increments. The use and logging of flex time must be approved by the building administrator.
4. Each teacher shall receive a thirty (30) minute duty-free lunch period.
5. A teacher may be requested to make up time if, after credit for any District after-hours meetings, a teacher would still owe the district hours.
6. The District will make a reasonable effort to give itinerant teachers sufficient paid time to travel between worksites. This time shall not be a part of their 30-minute duty free lunch and a reasonable effort will be made not to infringe on prep time.

B. PREPARATION TIME

1. Full-time teachers shall be allowed 225 minutes per full-time workweek, for utilization as preparation time. During the designated time the teachers shall be free of other duties. Such preparation time shall be granted in time units of not less than thirty (30) minutes. Effort will be made to have this preparation time within the student contact time when possible.
2. Other mutually agreeable, professional systems of granting planning and preparation time for teachers will also be considered and implemented for the good of the district and the professional good of the employee.
3. Preparation time shall be utilized for District related activities.
4. Teachers will be given (8) eight hours preparation time toward the end of each of the grading quarters, to utilize for completing grades. Actual schedule will be developed by building administrators and teachers as part of the calendar planning process. These grading days will be a part of the regular contracted work days.
5. The parties seek to create more time for Special Education teachers to meet IDEA mandates. Special Education teachers will have no fewer than one (1) school day per semester of release time to work on IDEA requirements. The release time can be taken in half or whole day increments with building administration approval. Special Education Teachers with multiple

school assignments shall collaborate with the principals at the schools involved on scheduling release days.

The District, via the building principals, may request time during non-student contact days to hold Student Intervention Team (SIT) meetings for up to two (2) hours per day, for a total of eight (8) hours per year, per teacher. Affected teachers may use flex time in an amount equivalent to the SIT meeting time.

ARTICLE 11 – EVALUATION

- A. In accordance with the requirements of ORS 342.856, the District formed a committee of teachers and administrators to recommend core teaching standards, as customized for Scio School District, to the Board. The Board adopted the resulting Teacher Evaluation Manual, incorporated here by reference.
1. The teacher evaluation rubric forms identified in the District's evaluation system shall be used in accordance with ORS 342.850 for the evaluations of licensed staff. Formal observations for the purpose of evaluation shall consist of a minimum of one class period or 40 minutes, whichever is less. All observations shall be conducted openly. Evaluation of classroom performance shall be by observation except for evaluative statements based on documented professional malfeasance.
 2. The District will implement a system of inter-rater reliability. Newly hired Administrators will be trained in this system. A description of this system will be shared with the Association leadership upon request.
- B. The District will not unilaterally change the provisions of the Teacher Evaluation Manual. If either the District or the Association desire to make changes in the adopted Manual, the parties will re-enter the collaborative committee process under ORS 342.856 to arrive at a recommendation to the Board for adoption.
- C. Peer Assistance
1. The District will offer peer assistance to any professional educator it determines to have a deficiency specified in ORS 342.865 (1) (a), (d), (g), or (h) (if applicable) or who is placed on a program of assistance for performance reasons. The District may, also, offer peer assistance under any other circumstances it deems appropriate.
 2. The professional educator who will receive the proper assistance and the Association shall jointly select the person(s) or agency to provide the assistance.
 3. Participation in peer assistance is voluntary. Both the professional educator offered assistance and the person asked to provide assistance may refuse to participate, with no adverse consequences or penalty.
 4. Participation in peer assistance will not increase the workload of the participating professional educators. The District will provide additional, adequate release time for both professional educators to be used for purposes related to peer assistance.
 5. No witness or document relating to, or arising from, peer assistance will be used for any purpose, unless the professional educator receiving assistance specifically authorizes its use. The District will not prevent the professional educator from using such witnesses or documents, as the professional educator sees fit.

D. Plan of Assistance

If a teacher is determined by the District to need a plan of assistance, the plan shall be written and given to the teacher for discussion prior to implementation. The teacher is entitled to Association representation in this meeting, or any other meeting, with administrators regarding the plan of assistance. A plan of assistance will be used pursuant to ORS and Scio School District adopted policy and/or administrative rule. Before being placed on a plan of assistance, the deficiency(s) at issue shall have been identified in a prior evaluation or other written notice. A teacher shall not be placed on a plan of assistance without having been given reasonable opportunity to correct the deficiency(s). When a written plan of assistance is completed, the District shall notify the teacher in writing of satisfactory or unsatisfactory completion.

ARTICLE 12 - TRANSFERS AND VACANCIES

A. VACANCIES

Whenever a vacancy arises or a new position is opened, the Superintendent or designee shall post notices in each faculty room and send a digital copy to the Association President at the email address provided by the Association.

B. VOLUNTARY TRANSFERS

1. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent. Such a statement will include the grade and/or subject to which the teacher desires to be assigned and the school to which the teacher desires to be transferred in order of preference.
2. Such requests for transfers and reassignments for the following year shall be submitted no later than April 20.

C. INVOLUNTARY TRANSFERS

1. Any teacher being involuntarily transferred shall be informed in writing of all vacancies known at the time the transfer decision is made.
2. In the event a teacher is involuntarily transferred, seniority and licensure shall be factors that are considered. The teacher will have the opportunity to make known to the Superintendent their wishes regarding a new assignment.
3. Any teacher involuntarily transferred in the current or previous school year shall be given priority consideration should they apply for any vacancy.

ARTICLE 13 - LAYOFF/RECALL

A. LAYOFF

1. The parties recognize that reduction in force procedures including appeal provisions are governed by Oregon law.
2. When the Board, in its discretion, determines that a layoff is necessary, it shall immediately notify the affected teachers and the Association of the pending layoff. Such notice shall include the reasons for the layoff and the proposed timelines for such layoff. The Board will determine the teachers to be retained by means of the following criteria:
 - a. A determination of whether the teachers to be retained hold the proper licensing to fill the remaining position(s);
 - b. A determination of the seniority of the teachers to be retained;
 - c. A determination of the competence of a teacher being retained if the Board desires to lay off another teacher with greater seniority. Competence shall be determined per the definition of the term contained in ORS 342.934; and
 - d. Any other criteria required by ORS 342.934.
3. If a bargaining unit position is required to be maintained due to legal or accreditation requirements and the only person in the bargaining unit who holds the proper licensure is a rehired retired employee, the language of Article 28, Section 1B (Re-employment of Retirees) may be waived after notification is sent to the Association.

B. RECALL

1. Bargaining unit members who are laid off shall be eligible for recall to vacant positions for which they are licensed for up to twenty-seven (27) months according to the following conditions:
 - a. The criteria and procedures for recall shall be the same as for layoff.
 - b. No vacancy in a bargaining unit position shall be filled until all laid-off members have been offered recall to positions for which they are qualified.
2. All rights and benefits, including seniority, to which a member was entitled at the time of lay-off will be restored upon recall to employment.
3. With the approval of the carrier, a laid-off teacher shall be allowed upon request to continue under all or any part of the District insurance programs provided the district receives the monthly payment from the teacher in a timely fashion.
4. Notice of an offer of recall shall be certified mail - RRR - to the employee's mailing address officially registered with the District. A copy of the notice of offer of recall shall be mailed to the Association.

5. To accept an offer of recall, the employee must indicate acceptance within ten days of the notice of recall. Failure to respond or accept recall shall constitute a voluntary termination.

C. **PARTIAL OR COMPLETE SCHOOL CLOSURE**

Please note the provisions of Article 19, Funding, with respect to issues of partial or complete school closure.

ARTICLE 14 - PAID LEAVES

A. SICK LEAVE

1. In accordance with ORS 332.507, each teacher will receive ten (10) days of sick leave per year, or one (1) day per month employed, whichever is greater.
2. The annual ten (10) days of sick leave shall apply in full on the day the employee assumes assigned duties.
3. If a teacher terminates during a school year, however, and has used more sick leave than accrued, the value of the sick leave used shall be deducted from the final salary.
4. Sick leave not used may accumulate without limit as provided by Oregon law.
5. New teachers will be allowed to transfer unused sick leave accrued in other Oregon school districts to the extent allowed by Oregon law.
6. Sick leave shall be granted either for the teacher's personal illness or injury or illness or injury of the teacher's immediate family not to exceed their accumulated sick leave. The immediate family shall be defined as spouse, child, children toward whom the employee stands in loco parentis and parent.
7. Teachers shall be notified of their sick leave balance by December 1 of each school year.
 - a. An employee who has contracted for employment for a school year, but is unable to assume assigned duties at the start of the school year, shall be allowed sick leave up to, but not to exceed the maximum accumulated prior to the start of that school year.
 - b. Certification by a physician that an illness or injury prevents an employee from carrying on his/her duties may be required by the Superintendent after an employee has taken five (5) consecutive days of sick leave.
 - c. All sick leave benefits immediately and automatically are canceled when an employee resigns or is terminated.
 - d. Leave without pay shall be granted in accordance with state statutes for sickness or injury, which prevents an employee from working twenty (20) school days immediately following exhaustion of sick leave.
 - e. Any employee covered by Workers' Compensation benefits shall be eligible, at the employee's option, to pro-rata deduct from accumulated sick leave in accord with ORS 656.240.
8. Procedures for granting sick leave: Upon returning to duty after taking sick leave, in order to be compensated, an employee must complete the designated District form.
9. **PREGNANCY**

Illness related to childbirth, miscarriage, or delivery will be recognized under this provision, provided proper certification from the attending physician is provided to the District.

10. **FMLA/OFLA**

Employees who have been granted either Federal or State Family Leave (FMLA or OFLA) will have the choice to take the leave unpaid, to use their sick leave, or do a combination of both.

11. **SICK LEAVE BUYOUT**

Employees who have been granted either Federal or State Family Leave (FMLA or OFLA) will have the choice to take the leave unpaid, to use their sick leave, or do a combination of both.

- a. At the District's discretion the District will determine at the end of each year any unspent balance in the general fund budget for licensed substitutes, which will fund the "Sick Leave Buyout Pool." At the District's discretion, it may allocate more money to the Sick Leave Buyout Pool.
- b. By June 1st of each year, licensed employees may submit a request to the District office with the number of sick leave hours that they would like bought out. If an Employee voluntarily resigns before the end of the next school year, the employee must repay the bought out amount.
 1. Employees may not go below 80 hours of remaining sick leave.
 2. Sick leave will only be bought out in whole hour increments.
 3. Payments will be based on the base contract rate.
 4. Employees receiving the sick leave buyout will have their sick leave and sick time balance reduced by the amount of hours that are bought out.
- c. The priority for the distribution of the Sick Leave Buyout Pool will be as follows:
 1. Employees with five (5) years left before they are eligible to retire will be given first priority and may receive a distribution at a 5 to 1 ratio to other employees.
 2. The remainder of the Sick Leave Buyout Pool will be distributed on the basis of seniority, with all employees who have requested a sick leave buy out being able to receive one hour before a second hour is bought out.
 3. For example: Two employees within 5 years of retirement each request to have 100 hours of sick leave bought out. Three additional employees would each like to have 100 hours of sick leave bought out. The curriculum rate for 2016-17 is \$23.60/ per hour (\$35,869.08/190/8). The Sick Leave Buyout Pool has \$8,968 in it, which is enough to buy out 380 hours (8968 /\$23.60). The two employees that are within 5 years of retirement would be paid \$2,360 (100 hours x \$23.60) and have 100 hours of sick leave and sick time deducted from their leave balance, which would leave 180 hours in the Sick Leave Buyout Pool. The remaining three employees would be paid \$1,416 each (60 hrs x 23.60) and have 60 hours of sick leave and sick time deducted from their leave balances.
- d. Aside from the Sick Leave Buyout program described in this Article, employees are not entitled to the buyout of sick leave or sick time upon separation from the District's employment.
- e. This Sick Leave Buyout may impact employees' PERS calculations and benefits; the District is not responsible for any such impact upon any employee's PERS benefits, and any employee is advised to seek outside advice prior to making a request to the District to buyout sick leave hours.

- f. At either the District's or the Association's discretion, with a one-year notice, Section 11 of this Article the "Sick Leave Buyout" program may be terminated.

B. BEREAVEMENT LEAVE

1. Teachers shall be granted, upon request, three (3) days of leave with pay in the event of death of a member of the teacher's immediate family. The immediate family shall be defined as spouse, child, children towards whom the employee stands in loco parentis, parent, loco parentis to the staff member, grandparent, grandchild, brother, sister, mother-in-law, father-in-law, and any other person residing as a member of the immediate household. With the addition of paid state leave this Section 14.B. will expire on January 1, 2023.
2. In accordance with the Oregon Family Leave Act, ORS 659A.159-659A.186, a teacher shall be granted bereavement leave to deal with the death of a family member. The total amount of such leave, per year, per family member's death, shall not exceed a total of ten (10) days. The definition of "family," for Oregon Family Leave Act purposes, means the spouse of the teacher, the biological, adoptive or foster parent or child of the teacher, the grandparent or grandchild of the teacher, a parent-in-law of the teacher or a person with whom the teacher was or is in a relationship of *in loco parentis*.

C. EMERGENCY LEAVE

1. Five (5) days of emergency leave with pay per year shall be allowed for personal emergencies of a serious nature. Such leave shall be granted only for unusual conditions over which the employee has no control and only when it is not reasonable for the obligation to be taken care of outside of regular working hours.
2. This leave is non-accumulative and must normally be approved in advance unless circumstances prohibit advance notification. This leave is to be deducted from the teacher's accumulation of sick leave. Employees shall complete the designated District form in order to receive this benefit.
3. By example such leave will be granted for the following:

Serious illness among the immediate family (spouse, parent, children, brother, sister, or other close relative).
4. If a teacher has exhausted emergency leave they may request up to an additional five (5) days of their sick leave not to exceed their accumulated sick leave.

D. PERSONAL LEAVE

1. Three (3) of the five (5) emergency days may be taken as personal leave for family or business matters that cannot be attended to before or after normal teacher work hours or arranged under Article 10 of this contract.
2. Such requests for personal leave shall be submitted as far ahead of the requested day as possible and in no case shall they be a last minute phone call or an after-the-fact request. Approval will be subject to availability of a substitute. Personal leave is to be deducted from the employee's accumulation of sick leave.

E. **EDUCATIONAL LEAVE**

At the discretion of the District, non-accumulative educational leave may be granted during the school year. Such leave is for the purpose of improving the contribution of the employee to the District and the general instructional program. Such leave shall be requested well in advance in accordance with established District practice.

F. **MILITARY LEAVE**

Military leave will be granted in accordance with applicable state and federal laws.

G. **LEGAL LEAVE**

1. A leave of absence shall be authorized when a teacher is summoned to jury duty or subpoenaed.
2. Employees may secure support from the District office in seeking relief from jury duty when it interferes seriously with professional obligations to the teaching assignment.
3. Teachers shall draw their regular salaries less (per diem) earned during jury duty. The teacher shall retain reimbursement for mileage, meals and parking. This shall also apply when a teacher is subpoenaed to serve as a witness. When subpoenaed, the teacher shall be paid a regular salary.
4. Upon being excused from jury duty during any day the employee shall immediately contact the principal for assignment for the remainder of the work day.
5. When subpoenaed by a court, the teacher shall be paid their regular salary. This shall apply when a teacher is subpoenaed to serve as a witness, except when appearing as a complainant against the District.

H. The District will grant the Association and its members a total of twelve (12) days for Association business, including, but not limited to the Oregon Education Association Representative Assembly, with the Association reimbursing the cost of the substitute to the District. The member needs to have the date approved by the building principal and the Association's Executive Board.

I. **SICK LEAVE SUPPLEMENT**

When an employee suffering from a serious health condition as defined by FMLA exhausts their sick leave due to illness or injury and the employee is not eligible for salary replacement benefits (either on a full or partial basis) through another source, such as Workers' Compensation, disability insurance, PERS benefits, or Social Security, the Association and/or a member of the Association may request for a sick leave donation from members of the bargaining unit with the following conditions:

1. It is understood the donation is voluntary and a minimum of four hours and a maximum of eight hours may be donated for any occurrence.
2. An additional donation may be made if all donated hours are exhausted before the employee qualifies for other benefits.
3. It is understood that once an employee agrees to make a donation, that decision is irreversible.

J. Nothing in this Article is intended to limit the teacher's right to use paid accrued leave in combination with any form of state leave as provided in statute.

ARTICLE 15 - EARLY RETIREMENT

Retirees that have retired or will retire under Article 15, “Early Retirement,” will be governed under the collective bargaining agreement that was in effect when they retired.

A. For employees that retire on and after July 1, 2017 will receive the following insurance benefits:

1. Upon retirement subject to the carrier’s rules and regulations, the retiree may continue medical, dental and vision insurance coverage by self-paying the premium. Self-payment must arrive at the District no later than the first day of the month for which the payment is due.
2. When the employee becomes eligible for Medicare, the employee may elect to continue medical, dental and vision insurance coverage for the employee’s spouse through the District’s insurance plan by self-paying this premium.
3. In the event of death of the employee before becoming Medicare-eligible, the spouse may elect to pay the cost to continue the insurance benefits through the District’s insurance plan until the spouse becomes eligible for Medicare.

B. Post-Retirement Work

1. Teachers who choose to retire from the District under PERS guidelines during the contract year will be rehired to finish that contract year under the following conditions:
 - a. The teacher must provide 60 days’ notice of intent to retire and the date upon which PERS retirement will occur.
 - b. The teacher will continue to work, post-retirement, as a temporary employee at the teacher’s then current contracted salary for a period not to exceed the current contracted work year. The teacher will be considered to be a member of the Association’s bargaining unit with all contractual rights, except for the following:
 1. PERS contributions will follow current legislative requirements.
 2. The rehired teacher retiree will not have any rights under Article 13, Layoff and Recall, as a temporary employee.
2. Teachers who have retired from PERS and whose retirement date allows them to be subsequently employed during a regular school year, full or part-time, with the District will be hired under the following conditions:
 - a. Salary placement will be determined based upon years of experience and education level, subject to the contract’s cap on maximum credit.
 - b. The rehired retiree will be considered to be a member of the Association’s bargaining unit with all of the contractual rights of membership, with the same exceptions outlined in section B.1.b.1 & 2, above.

ARTICLE 16 - UNPAID LEAVES

A. SHORT AND LONG TERM LEAVES

1. Short term (**less than 60 days**) and long term unpaid leaves of absence of up to one (1) year may be granted to any teacher, at the discretion of the Board.
2. Requests for unpaid leaves must be submitted to the District through the teacher's immediate supervisor.
3. The purposes for which unpaid leaves may be granted include child rearing, adoption, health needs, job related study in an accredited college or university, teacher exchange programs, and for such other purposes which the Board determines appropriate and in the best interests of the District.
4. The salary for the teacher will be pro-rated. After two (2) days of unpaid leave for the year, the benefits for the teacher will also be pro-rated.
5. Except for emergency situations, the teacher is responsible for meeting with the designated substitute, prior to going out on unpaid leave, to plan for the instructional transition for the period of time the teacher expects to be gone.
6. A teacher may be granted leave without pay due to his/her own serious health condition or that of the teacher's immediate family in accordance with the requirements, and the attendant benefits, of FMLA/OFLA.
7. Upon return from such leave a teacher shall be placed at the same position on the salary schedule, as the teacher would have had the teacher taught in the District during such period.

B. DEVELOPMENTAL LEAVE

1. Eligibility

The District will grant developmental leave annually to a maximum of two (2) teachers who submit proposals that are consistent with the purpose of increasing the bargaining unit member's knowledge or developing skills related to his or her present position or for another educational position to which the teacher aspires.

A teacher who has completed seven (7) years of service in the district, the last four (4) of which shall be consecutive, is eligible for a developmental leave for one year.

2. Selection

A committee of three (3) teachers appointed by the Scio Classroom Teachers' Association and three (3) administrators appointed by the Superintendent shall review all proposals and make recommendations to the School Board.

3. **Application**

An application for developmental leave shall be filed with the Superintendent not later than April 30 of the school year prior to the requested leave, and shall set forth the purposes for which the leave is requested and the procedures to be followed. The applicant shall be notified within thirty (30) days of filing the action taken upon his/her request.

4. **Provisions**

A teacher on developmental leave shall be considered to be in the employee of the District but shall not receive an annual salary or fringe benefits. On their return to the District they will be placed on the salary schedule and receive seniority as if they had remained in the District.

C. **MILITARY**

A military leave without pay shall be granted to any employee who is inducted or enlists for military duty in any branch of the armed forces of the United States in accordance with Oregon State Law and Federal Law.

D. **FRINGE BENEFITS**

1. During the term of leave granted, pursuant to Sections A and B of this Article, the employee may elect to take part in the District's fringe benefit program by self-paying the cost of the benefits elected.
2. The employee's payment must be received by the District in a timely manner each month.

E. **BENEFITS**

All benefits to which a teacher was entitled at the time the leave of absence commenced, including unused accumulated sick leave, shall be restored to the teacher upon return, based on current contract provisions.

F. **RETURN**

1. The teacher shall be reassigned to the person's former position or one which is similar to the position which the teacher held at the time the leave commenced, subject to the provisions of Article 13, LAYOFF, and Article 12, TRANSFERS AND VACANCIES.
2. If the return is in the same school year as the school year in which the leave of absence commenced, then the teacher will be reassigned to the position from which the leave was granted, subject to the provisions of Article 13, LAYOFF, and Article 12, TRANSFERS AND VACANCIES.

ARTICLE 17 - STAFF DEVELOPMENT

A. AMOUNTS

1. The district shall provide \$20,000 for utilization as direct reimbursement for tuition and mandated fees during each year of contract, according to the following guidelines:
 - a. Priority will be given to courses that are:
 - (1) Applicable to the teacher's current classroom teaching assignment, or
 - (2) Applicable to a teacher's new classroom teaching position assigned by the District for the following school year, or
 - (3) Applicable to the teacher's building's adopted school improvement goals for the current school year.
 - b. Prior to enrollment in college credit courses, a bargaining unit member shall inform the District Office in writing 10 working days prior of their intention and the cost of any course(s) to be taken for credit during that current school year. The District shall respond within five (5) working days regarding availability of funds.
 - c. Reimbursement for the courses will be made within 30 calendar days of the District's receipt of a grade report for the course(s) taken in compliance with the guidelines listed above.
 - d. Priorities for use of these funds for this contract shall be established, with the top priority being tuition reimbursement for courses outlined in part 1-a.
2. Any uncommitted funds remaining in the yearly amount set forth in section A, 1, above, after June 15th, will be distributed equitably to teachers who have completed approved coursework in excess of the limitations set forth in section B, Compensation Guidelines, below.

B. COMPENSATION GUIDELINES

1. Teachers shall be compensated no later than thirty (30) days after successful completion of a course project. If a teacher attending a college or university requests, the District shall issue a purchase order directly to the college or university when available. If third party payee is not an option through the college or university, the District will work with the teacher to determine the process for issuing payment prior to the start of the course(s) or project(s). If the teacher does not complete the course or receive a passing grade, they will be liable for all costs associated with the course (and or courses).
2. Contract teachers shall receive payment for no more than nine (9) credit hours and mandated fees per year.
3. Probationary teachers shall receive payment for no more than:
 - a. (3) Credit hours and fees after the completion of their first year.
 - b. (6) Credit hours and fees after the completion of their second year.
 - c. (9) Credit hours and fees after the completion of their third year.

4. Teachers may use the equivalent of the benefit from section B.3 to help offset the unreimbursed cost of becoming National Board Certified.
5. Summer credits shall only be accepted for teachers employed by the District for the two school years surrounding the summer.
6. The amount reimbursed shall be based on Oregon State University graduate level tuition and fees and may not be more than the actual rate nor shall the total exceed the allotted amount per year.
7. All tuition reimbursement requests are due no later than June 15th.
8. Teachers must work 2 years for each 9 credit hours that they are compensated for or must repay the district 75% of the actual dollar amount paid by the District for the credit(s) if they leave before they have worked the 2 years, no matter where the district funds come from. For example:
 - a. An employee works 4 years for the District. In year 3 the employee receives reimbursement for 9 credits and in year 4 receives reimbursement for 9 credits. If the employee leaves the district after year 4, the employee would not owe the district any reimbursement.
 - b. An employee in year one of the employee's employment receives 36 hours reimbursement from the District and then leaves the district after 2 years of service would owe the district 75% of the reimbursement paid for the remaining 27 hours.

C. The parties recognize that OAR 584-036-0011 lists duties for licensed bargaining unit members.

D. Other Educational Pursuits

1. Four thousand three hundred dollars (\$4,300) will be set aside for each year of this contract for purposes of providing reimbursement to District teachers who attend workshops.
 - a. Teachers may propose in-services, classes workshops, or other relevant opportunities by submitting a request to the Superintendent or appropriate building site council.

The superintendent or the site council shall grant approval for the proposal if it meets one of the following criteria:

1. Applicable to teaching assignment.
 2. Meets established district and/or staff educational goals.
- b. The proposals may be for the school year or summer completion.
 - c. Scio High School shall receive \$1,600.00
 Scio Middle School shall receive \$900.00
 Centennial Elementary shall receive \$1,800.00

These amounts are based on approximately \$100.00 per employee at 2024 staffing levels.

2. Reimbursement Guidelines for Workshops:
 - a. Reimbursement for workshops (within 150 miles) will be made for the following:
 1. The cost of the workshop, and

2. Mileage reimbursed at the IRS standard mileage rate.

b. Reimbursement for Workshops over 150 miles away will be made for the following:

1. The cost of the workshop,
2. Mileage reimbursement at the IRS standard mileage rate,
3. Lodging reimbursed at the US General Services Administration (GSA) standard rate, and
4. Meal per diem at the US General Services Administration (GSA) standard rate.

3. This fund can also provide up to three (3) professional leave days per bargaining unit member who need the leave to work on completing their National Board Certification process, with a maximum of three (3) teachers per year being able to avail themselves of this opportunity.

E. Hard to Fill Teaching Positions

1. For hard to fill teaching positions the District may, at its discretion, declare a position “hard to fill.”

a. The District will notify the Association when it declares that a position is “hard to fill.”

2. The District may at its discretion, exceed the compensation guidelines for tuition reimbursement in Article 17 – Staff Development, Sections B.2 and B.3.

a. When the District elects to exceed the compensation guidelines for tuition reimbursement, the District will not deduct the excess amount from the amount allocated for tuition reimbursement in Article 17, Section A.1.

b. When the District elects to exceed the compensation guidelines for tuition reimbursement, the affected teacher must still adhere to the repayment requirement contained in Article 17, Section B.8., should the affected teacher leave the District prior to the end of the required years of service for the total amount of credit hours reimbursed.

3. The District may at its discretion use one-time cash incentives to secure a candidate for a “hard to fill” position.

a. When the District offers a one-time cash incentive it will be in exchange for a minimum of 5 years of service.

b. If the employee leaves the district before teaching for five (5) years, the employee must repay the District the prorated amount of the incentive. For example, if the District offers a one-time cash incentive of \$1,500 and the employee works for two of the five years, the employee must repay the District \$900.

F. The District will establish a written process and procedure for tuition voucher claim and usage. The District will notify the Association President or designee by email when tuition vouchers become available.

ARTICLE 18 - FUNDING

- A. Notwithstanding any language to the contrary in Articles 9, Work Year, 10, Workday, 13, Layoff/Recall, 20, Compensation, and 21, Insurance, or any other contrary provision of this Agreement, the parties to this Agreement recognize that revenue to fund the compensation provided by this Agreement must be approved by established budget procedures and appropriated and distributed by the state Legislature and the state of Oregon. All compensation and levels of employment are, therefore, contingent upon adequate sources of revenue. In the event of a lack of revenue or loss of revenue, the District retains the right to institute a partial or complete school closure.
- B. In the event that a lack of revenue, or projected lack of revenue, is determined to have an adverse impact by the Board upon programs being offered by the District or staffing levels, the District may seek to reopen negotiations as to Article 20, Compensation (and the appropriate Wage Schedule) and Article 21, Insurance, and/or it may seek to implement school closure days. The District will consult with the Association's leadership regarding the potential steps to be taken in response to these adverse funding issues. The Association will be given the opportunity and up to thirty (30) days to propose recommendations to the School Board prior to the School Board taking any action in response to the adverse funding issues.
- C. In the event that the District chooses to reopen the negotiations as outlined above, the salary and fringe benefit provisions will be subject to renegotiation, plus, up to two additional issues that may be brought by the Association and/or the District. The Association agrees to commence negotiations as soon as possible.
- D. In the event that the District chooses not to reopen the negotiations as set forth above but, instead, implements a partial or complete school closure due to the loss of revenue, there shall be no requirement on the part of the District to pay for time not worked by any employee or to make up any lost days.
- E. During the period of any such school closure due to lack or loss of revenue, the District acknowledges that the bargaining unit members will be considered to be on layoff status and will be subject to the provisions of Article 13, Layoff/Recall, notwithstanding any contrary or inconsistent provision of Article 13.

ARTICLE 19 - COMPENSATION

A. SALARY

The increase in the salary schedule has incorporated the following factors:

- Incentive Pay added to salary schedule.

The salary schedule and index for 2024-2025 school year are attached as Appendix A-1 and B-1.

The salary schedule and index for 2025-2026 school year are attached as Appendix A-2 and B-2.

All eligible employees will receive a step.

All Staff that had steps frozen or gave up steps in the 2017-2018 school year will be placed on the step reflective of their years of service for the 2021-2022 school year.

B. NEW TEACHER

1. Effective July 1, 1990, the District shall grant up to twenty (20) years of non-retroactive experience credit to newly-hired teachers.
2. The District will count all eligible experience that the Oregon Department of Education will count toward teacher experience in the State School Fund formula. (Criteria can be found in the ODE’s Oregon Staff Position Manual).

The limitation in subsection 1 may be exceeded by the District upon recommendation of the Superintendent to the Board. The Superintendent will notify the Association of Teachers whenever such a recommendation is made to the Board.

C. ADDITIONAL TRAINING

1. The employee must inform the District digitally at the email provided of his/her intent to change placement to a different column on the salary schedule by March 1st, prior to the next fiscal year. Employees will be moved within three (3) pay periods after submitting evidence. If evidence is submitted by the 10th of the month, then pay at the new rate will be retroactive to the pay period of that same month. If evidence is submitted after the 10th of the month, then pay at the new rate will be retroactive to the pay period of the subsequent month. The evidence must be an official document (i.e. either a certificate or transcript).
2. Graduate credits taken for column advancement must be earned from an accredited college or university. For the purpose of column advancement on the salary schedule, “Credit” is defined as Graduate Credit.

D. EXTENDED CONTRACT

This salary is based upon agreed upon contract days established in Article 9 Section A. Teachers working on extended contracts shall have their salary prorated to the length of the contract using the number of days specified in Article 9 Section A as the divisor and the salary indicated on the schedule as the dividend. The quotient thus obtained shall then be multiplied by the length of the contract in days and the figure obtained shall be rounded to the nearest dollar and shall be considered the contact salary.

E. **PERS PICKUP**

1. The District shall “pick up” the six percent (6%) employee contribution required by PERS (Ch. 238)/OPSRP (Ch. 238(a)).
2. In the event that the employer payment of the employee PERS contribution is prohibited by law or there is an increase in the PERS rates, the Association or the District may request to bargain the impact of the change with the intent to hold the District and the Association harmless.

F. **EXTRA DUTY**

1. Teachers assigned extra duty responsibilities will be compensated according to the Extra Duty Schedule, attached as Appendix C.
2. Extra Duty contracts shall specify the date range of the duty, the pay rate of the duty, and the pay dates for the duty. When possible, extra duty contracts shall be shown to and signed by the professional educator prior to them performing the extra duty work.

G. **DRIVER TRAINING/CURRICULUM WRITING**

Driver training, the writing of curriculum and other necessary district documents will be paid at the hourly rate of the base pay of the current contract for District required time spent outside the regular work time. Such special writing projects shall be reviewed by both licensed staff and the administration and will get final approval by the District Board of Directors before the work is assigned to individuals or a group.

H. **PAY PERIODS**

1. The District will pay teachers on the 22nd of each month. If this date falls on a weekend, school holiday or during a school vacation period, teachers will be paid on the last working day of the week prior to the 22nd of the month. Teachers will receive their pay checks for June on June 22nd and for the summer months of July and August by June 30th.
2. Teachers leaving employment with the District after fulfilling their current contract year will receive their final paychecks on the regularly scheduled June pay dates. This subsection does not prohibit the District from working to identify alternative solutions with employees in emergency circumstances.
3. Contract payment (including extended contracts) will be prorated over twelve (12) months.

I. **MILEAGE/REIMBURSEMENT**

1. Any teacher who travels on District approved business shall be reimbursed for expenses according to the US General Services Administration (GSA) standard reimbursement rate.
2. Teachers who use their automobile for prior approved District business in the course of their work shall be compensated at the current IRS rate as of July 1 of the current year.

J. CREDIT AND INCENTIVE

It shall be the desire of the school board to recognize and encourage special projects or techniques that have helped or will help teachers and students. Such a procedure shall be outlined in policy and administrative rules.

K. SUBSTITUTE PAY

Staff members who substitute in lieu of a regularly hired substitute, during their duty free preparation period for another staff member for one class period or equivalent thereof, will be compensated at the hourly rate designated for curriculum Pay. The hourly rate designated for curriculum pay in a given year is calculated by first dividing Step 1 of that year's BA column by the number of contract days in the school year as listed in Article 9 Section A and dividing the resulting number by 8. Time cards will be filled out and paid as per District Office procedures.

L. NATION BOARD CERTIFICATION

Teachers who are certified by the National Board for Professional Teaching Standards may become eligible for a stipend from a mentoring organization helping them obtain certification. If so, these guidelines will be followed:

1. The teacher will receive any designated stipend that passes through the District's books, less payroll deductions and any administrative costs.
2. If a staff training component is attached to the stipend, the teacher and the District may agree, at the District's discretion, to have the teacher do needed staff training in exchange for receiving the stipend.
3. If there are other agreements signed between the District and a sponsoring mentoring organization, those agreements will be binding on both parties, as long as the teacher continues to pursue certification within the two year time period allowed by NBPTS.

M. Employees hired after July 1, but before January 15, will be advanced one step on the salary schedule at the beginning of the next fiscal year. Employees hired after January 1 and prior to July 1 will not be advanced a step on the salary schedule until the completion of the next full fiscal year.

N. LONGEVITY STIPEND

Employees who have met the following requirements will receive a \$10,000 stipend per year for a maximum of three years:

1. Must have at least 15 years of continuous service in the District immediately preceding meeting the 27 years of service threshold.
2. Must have at least 27 full years in the PERS system.
3. Must not be on a plan of assistance.
4. Must have been rated as an effective teacher through the teacher evaluation system the year prior to receiving the stipend.
5. Must be at least a half time employee. The stipend will be prorated to reflect the employee's FTE (e.g.: a half time employee would receive half of the stipend: \$5,000).

The employee has the discretion to take the stipend in any of the years following 27 years of service (e.g. the employee could take the stipend in years 28, 30, and 31).

The parties agree that this provision will no longer be in effect after July 1, 2022. The employees identified in Appendix D will continue to be eligible for this benefit so long as there is no break in service prior to receiving the stipend. In exchange for the sunset of this provision, effective July 1, 2022, \$626.88. will be added to the salary schedule contained in Appendix A-2 and B-2.

The District will provide a one-time payment for the 2024-2025 school year based on the number of years of service to the District without a break in service. Appendix E outlines the payment amounts for each licensed employee for the 2024-2025 school year. This one-time payment will be dispersed on the first pay period in November 2025.

O. HIGH SCHOOL AND MIDDLE SCHOOL EXTRA PERIOD PURCHASE

At the discretion of the District and with the agreement of the employee, the District may purchase one (1) period or a portion of a period. The employee will be compensated at their contract rate for the amount of time that the District is purchasing.

The District will notify the Association when it intends to purchase a period or a partial period. The purchase will expire at the end of each school year.

ARTICLE 20 - INSURANCE

- A. Effective with the October 1, 2024, payroll, the District agrees to contribute up to \$1500 for 2024-25 (“Insurance Contribution) and \$1551 for 2025-26 per current licensed staff person per month toward the purchase of medical, dental and vision insurance at composite rates prorated by FTE. If an employee chooses to opt out of insurance, the District will contribute 50% of the insurance cap per month into an HRA/VEBA account for a full insurance opt out (“VEBA Contribution”).

For partial opt outs, the VEBA Contribution will be as follows:

Medical: 89% of the full VEBA Contribution

Dental: 9% of the full VEBA Contribution

Vision: 2% of the full VEBA Contribution

Not to exceed that year’s Insurance Contribution for any individual.

Employees who select a high deductible medical insurance plan, with an HSA option, along with dental and vision insurances, will have the difference between the cap and the total premium cost below the cap contributed to the employee’s HSA.

- B. If the amount paid by the district should exceed the amount of the insurance payment, the district has no obligation to pay any amount over the actual insurance payment.
- C. The District’s intent is to offer all available plans unless the District and the Association agree to exclude it. Any such exclusion shall be reduced to writing and memorialized in the appendices of this agreement.
- D. The District will offer a full cafeteria Section 125 plan for employees. The District will pay for the initial set up fee and monthly maintenance fees will be paid by the employee.
- E. No individual agreements shall be made with bargaining unit members regarding insurance without the Association signing off on the agreement.
- F. When an employee resigns and chooses to continue to carry insurance through COBRA, the employee may do so at the tiered rate.
- G. When an employee retires and chooses to continue to carry insurance, the employee does so at the tiered rate.
- H. If the amount of the District’s insurance contribution causes the District to be subject to the Affordable Care Act’s excise tax, the District or the Association may request to bargain the impact of the change with the intent to avoid the occurrence of the excise tax.

ARTICLE 21 - ASSOCIATION DUES AND PAYROLL DEDUCTIONS

A. ASSOCIATION MEMBERSHIP

Teachers have the right to join the Association, but membership in the Association shall not be required as a condition of employment.

B. FEES AND DUES

Dues shall be forwarded to the UniServ office in ten (10) equal payments starting in October.

C. TYPES OF DEDUCTION

1. The Board agrees to deduct, upon the written request of the teacher on appropriate forms, such amounts as the teacher may authorize for the payment of District insurance, credit unions of choice, Association dues, United Way, and IRS Section 125 allowed by the District.
2. The Association shall designate no more than eight (8) annuity carriers to the District. The Association will notify the District in writing if it would like to make changes in annuity carriers. Deductions to the selected carriers shall be made monthly.

D. HOLD HARMLESS

The Association agrees to save and hold harmless the District against any claims, suits or judgments brought against the District as a result of providing the services set forth in this Article. Upon service of any such claim, the District will notify the Association as soon as possible and will tender the defense of the claim to the Association.

ARTICLE 22 - EXISTING BENEFITS AND SEVERABILITY

- A. If any words or provisions of this agreement are held to be invalid by any court of competent jurisdiction, by ruling by the Employment Relations Board, by statute or constitutional amendment or by inability of the employer or the employees to perform to the terms of the agreement, then upon request by the party the invalid words or provisions of the collective bargaining agreement shall be reopened for negotiations; provided, however, that the provision is open for renegotiations. The provisions of the strikes and lockout article shall continue in full force and effect even though a satisfactory replacement is not achieved.

ARTICLE 23 - STRIKES AND LOCKOUTS

- A. The Association and individual employees, as individuals or as a group, agree that during the term of this Agreement they will not participate in a strike, work stoppage, slowdown or other concerted work action against the District.
- B. The above does not apply in any case where after notice from the District the Association has demanded to bargain over a change in mandatory working conditions during the term of the agreement, and where, after the ninety (90) day period of expedited bargaining provided by ORS 243.698, the District has announced its intention to unilaterally implement the proposed change.
- C. The District agrees that during the term of this Agreement there will be no lockout of employees in the bargaining unit.

ARTICLE 24 - TERM OF AGREEMENT

A. TERM

This Agreement shall be in effect from July 1, 2024, and shall be binding upon the Scio School Board and the Scio Classroom Teachers Association bargaining unit members, and shall remain in effect until June 30, 2026, when it shall terminate.

The parties agree to reopen to discuss SB 667 Teacher Created Intellectual Property by October 15th of 2021.

B. BARGAINING

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. All terms and conditions of employment not mandatory subjects of bargaining shall continue to be subject to the Board's direction and control.

C. SUCCESSOR AGREEMENT

Upon written request of either party the parties agree to enter into collective bargaining on matters pertaining to employment relations to secure a successor Agreement.

D. DISTANCE LEARNING

The District shall notify the Association in writing if it intends to use distance learning to replace any of its course offerings that are being taught by current bargaining members at the time of the decision. For the purpose of this Article distance learning is defined as a student course, required or elective, being taught by a party outside of the bargaining unit and transmitted electronically. The Association reserves the right to submit a demand to bargain over the impact of the decision to authorize distance learning per ORS 243.698.

EXECUTION/SIGNATURES

Executed this 31st day of October, 2024, at Scio, Oregon by the undersigned officers by this authority of and on behalf of the School District 95C Board of Education and the Scio Classroom Teachers Association.

FOR THE ASSOCIATION:


Negotiations Chairperson


President SCTA

FOR THE DISTRICT:


Chairperson of the Board


Superintendent

Appendix A1

Credit for column purposes is defined in Article 19, Section C.

**Certified Salary Schedule
Scio Classroom Teachers Association
Certified 24-25 YR 1**

The values below represent an 8.2% increase to the base rate of the 23-24
Salary Schedule

	BA	BA +NBC BA +21	BA 21 +NBC BA 60 Masters	BA 60 +NBC Masters +24 Masters +NBC
Step 1	\$ 44,596.63	\$ 47,495.41	\$ 50,394.19	\$ 53,292.97
Step 2	\$ 45,934.53	\$ 48,833.31	\$ 51,732.09	\$ 54,630.87
Step 3	\$ 47,272.43	\$ 50,171.21	\$ 53,069.99	\$ 55,968.77
Step 4	\$ 48,610.33	\$ 51,509.11	\$ 54,407.89	\$ 57,306.67
Step 5	\$ 49,948.23	\$ 52,847.01	\$ 55,745.79	\$ 58,644.57
Step 6	\$ 51,286.13	\$ 54,184.91	\$ 57,083.69	\$ 59,982.47
Step 7	\$ 52,624.03	\$ 55,522.81	\$ 58,421.59	\$ 61,320.37
Step 8			\$ 59,759.49	\$ 62,658.27
Step 9			\$ 61,097.39	\$ 63,996.17
Step 10			\$ 62,435.28	\$ 65,334.07
Step 11			\$ 63,773.18	\$ 66,671.96
Step 12			\$ 65,111.08	\$ 68,009.86
Step 13			\$ 66,448.98	\$ 69,347.76
Step 14			\$ 67,786.88	\$ 70,685.66
Step 15			\$ 69,124.78	\$ 72,023.56
Step 16			\$ 70,462.68	\$ 73,361.46
Step 17			\$ 71,800.58	\$ 74,699.36
Step 18			\$ 73,138.48	\$ 76,037.26
Step 19			\$ 74,476.37	\$ 77,375.16
Step 20			\$ 75,814.27	\$ 78,713.05

Appendix A2

Credit for column purposes is defined in Article 19, Section C

**Certified Salary Schedule
Scio Classroom Teachers Association
Certified 25-26 YR 2**

The values below represent a 4% increase to the base rate of the 24-25
Salary Schedule

	BA	BA +NBC BA +21	BA 21 +NBC BA 60 Masters	BA 60 +NBC Masters +24 Masters +NBC
Step 1	\$ 46,380.50	\$ 49,395.23	\$ 52,409.96	\$ 55,424.69
Step 2	\$ 47,771.91	\$ 50,786.64	\$ 53,801.38	\$ 56,816.11
Step 3	\$ 49,163.33	\$ 52,178.06	\$ 55,192.79	\$ 58,207.52
Step 4	\$ 50,554.74	\$ 53,569.47	\$ 56,584.21	\$ 59,598.94
Step 5	\$ 51,946.16	\$ 54,960.89	\$ 57,975.62	\$ 60,990.35
Step 6	\$ 53,337.57	\$ 56,352.30	\$ 59,367.04	\$ 62,381.77
Step 7	\$ 54,728.99	\$ 57,743.72	\$ 60,758.45	\$ 63,773.18
Step 8			\$ 62,149.87	\$ 65,164.60
Step 9			\$ 63,541.28	\$ 66,556.01
Step 10			\$ 64,932.70	\$ 67,947.43
Step 11			\$ 66,324.11	\$ 69,338.84
Step 12			\$ 67,715.53	\$ 70,730.26
Step 13			\$ 69,106.94	\$ 72,121.67
Step 14			\$ 70,498.36	\$ 73,513.09
Step 15			\$ 71,889.77	\$ 74,904.50
Step 16			\$ 73,281.19	\$ 76,295.92
Step 17			\$ 74,672.60	\$ 77,687.33
Step 18			\$ 76,064.02	\$ 79,078.75
Step 19			\$ 77,455.43	\$ 80,470.16
Step 20			\$ 78,846.84	\$ 81,861.58

Appendix B1

Certified Index
Scio Classroom Teachers Association
Certified 24-25 YR 1
Appendix B1

	BA	BA +NBC BA +21	BA 21 +NBC BA 60 Masters	BA 60 +NBC Masters +24 Masters +NBC
Step 1	1.0000	1.0650	1.1300	1.1950
Step 2	1.0300	1.0950	1.1600	1.2250
Step 3	1.0600	1.1250	1.1900	1.2550
Step 4	1.0900	1.1550	1.2200	1.2850
Step 5	1.1200	1.1850	1.2500	1.3150
Step 6	1.1500	1.2150	1.2800	1.3450
Step 7	1.1800	1.2450	1.3100	1.3750
Step 8			1.3400	1.4050
Step 9			1.3700	1.4350
Step 10			1.4000	1.4650
Step 11			1.4300	1.4950
Step 12			1.4600	1.5250
Step 13			1.4900	1.5550
Step 14			1.5200	1.5850
Step 15			1.5500	1.6150
Step 16			1.5800	1.6450
Step 17			1.6100	1.6750
Step 18			1.6400	1.7050
Step 19			1.6700	1.7350
Step 20			1.7000	1.7650

Appendix B2

Certified Index
Scio Classroom Teachers Association
Certified 25-26 YR 2
Appendix B2

	BA	BA +NBC BA +21	BA 21 +NBC BA 60 Masters	BA 60 +NBC Masters +24 Masters +NBC
Step 1	1.0000	1.0650	1.1300	1.1950
Step 2	1.0300	1.0950	1.1600	1.2250
Step 3	1.0600	1.1250	1.1900	1.2550
Step 4	1.0900	1.1550	1.2200	1.2850
Step 5	1.1200	1.1850	1.2500	1.3150
Step 6	1.1500	1.2150	1.2800	1.3450
Step 7	1.1800	1.2450	1.3100	1.3750
Step 8			1.3400	1.4050
Step 9			1.3700	1.4350
Step 10			1.4000	1.4650
Step 11			1.4300	1.4950
Step 12			1.4600	1.5250
Step 13			1.4900	1.5550
Step 14			1.5200	1.5850
Step 15			1.5500	1.6150
Step 16			1.5800	1.6450
Step 17			1.6100	1.6750
Step 18			1.6400	1.7050
Step 19			1.6700	1.7350
Step 20			1.7000	1.7650

Appendix C1

Extra Duty Schedule Certified 24-25 YR 1

Base \$44,597

Category I 21.50% \$9,588 Athletic Director	Category II 10.75% \$4,794 HS Head Boys Basketball HS Head Football HS Head Girls Basketball HS Head Track	Category III 8.95% \$3,991 Head Teacher HS Asst Boys Basketball HS Asst Football HS Asst Girls Basketball HS Head Baseball HS Head Softball HS Asst Track HS Head Volleyball HS Head Wrestling MS Athletic Director	Category IV 7.25% \$3,233 HS Cheer/Year HS Asst Wrestling HR Asst Volleyball HS Asst Softball HS Asst Baseball HS Annual HS Weight Room Supervisor AVID Coordinator HS Student Store	Category V 5.55% \$2,475 HS Head Cross Country FFA MS Head Wrestling MS Head Volleyball MS Head Track MS Head Girls Basketball MS Head Football MS Head Boys Basketball MS Head Softball MS Head Baseball HS Student Activities/Leadership Forestry
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Category VI 5.00% \$2,230 District Webmaster HS Asst Cheer/Year HS Band HS Asst Cross Country MS Head Cross Country MS Asst Football MS Asst Volleyball MS Asst Wrestling MS Asst Girls Basketball MS Asst Boys Basketball MS Asst Softball MS Asst Baseball MS Asst Track HS Special Ed Teacher MS Special Ed Teacher ES Special Ed Teacher District Mentor Coordinator	Category VII 2.55% \$1,137 Site Chair College Now Teacher AVID Teacher MS Band Outdoor School Novice Teacher Mentor	Category VIII 2.15% \$959 Drama/ Play MS Leadership	Category IX 1.70% \$758 Transfer Teacher Mentor
			Supervision Games/Dances Monday-Saturday 0.13% \$58
			Saturday School Saturday School 0.23% \$103

Appendix C2

Extra Duty Schedule Certified 25-26 YR 2

Base \$46,381

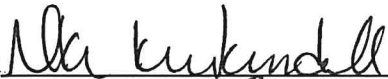
<p>Category I 21.50% \$9,972 Athletic Director</p>	<p>Category II 10.75% \$4,986 HS Head Boys Basketball HS Head Football HS Head Girls Basketball HS Head Track</p>	<p>Category III 8.95% \$4,151 Head Teacher HS Asst Boys Basketball HS Asst Football HS Asst Girls Basketball HS Head Baseball HS Head Softball HS Asst Track HS Head Volleyball HS Head Wrestling MS Athletic Director</p>	<p>Category IV 7.25% \$3,363 HS Cheer/Year HS Asst Wrestling HS Asst Volleyball HS Asst Softball HS Asst Baseball HS Annual HS Weight Room Supervisor AVID Coordinator HS Student Store</p>	<p>Category V 5.55% \$2,574 HS Head Cross Country FFA MS Head Wrestling MS Head Volleyball MS Head Track MS Head Girls Basketball MS Head Football MS Head Boys Basketball MS Head Softball MS Head Baseball HS Student Activities/Leadership Forestry</p>
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<p>Category VI 5.00% \$2,319 District Webmaster HS Asst Cheer/Year District Mentor Coordinator HS Band HS Asst Cross Country MS Head Cross Country MS Asst Football MS Asst Volleyball MS Asst Wrestling MS Asst Girls Basketball MS Asst Boys Basketball MS Asst Softball MS Asst Baseball MS Asst Track HS Special Ed Teacher MS Special Ed Teacher ES Special Ed Teacher</p>	<p>Category VII 2.55% \$1,183 Site Chair College Now Teacher AVID Teacher MS Band Outdoor School Novice Teacher Mentor</p>	<p>Category VIII 2.15% \$997 Drama/ Play MS Leadership</p>	<p>Category IX 1.70% \$788 Transfer Teacher Mentor Supervision Games/Dances Monday-Saturday 0.13% \$60 Saturday School Saturday School 0.23% \$107</p>
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Appendix F

Letter of
Agreement
Between
Scio Classroom Teachers Association and Scio School District

- A. The parties recognize the potential benefits of creating a Classroom Safety Committee for the Scio School District to establish Classroom Safety Guidelines. The initial purpose of this committee is to create the Classroom Safety Guidelines. The ongoing purpose of this committee is to proactively seek and review feedback from each level, make recommendations for the Classroom Safety Guidelines, and suggest professional learning opportunities that support the interventions and strategies outlined in those guidelines.
- B. The Classroom Safety Committee will be made up of representatives from the District and representatives from the Association. Representation must be present from elementary, middle, and high school levels.
- C. This committee will meet as mutually agreed upon by the committee membership but no less than three (3) times a year.
- D. The Classroom Safety Guidelines shall reference guidelines and expectations of student conduct as specified in the current building level guidelines for student behavior from the Student Handbook. In addition, the Classroom Safety Guidelines shall include:
 - information on how to support students with mental health needs including available District resources
 - the process of reintegration of the student
 - next steps that staff may elect to take, such as incident reporting, seeking medical care, and restoration of the instructional area
- E. Upon completion of the Classroom Safety Guidelines, the committee will make a recommendation to the Scio School Board of Education that the guidelines be adopted as District procedure. The committee will also recommend a system for incident reporting for the District.
- F. This letter of agreement will go into effect upon the date of final signatures and will sunset on June 30, 2026, unless mutually agreed to continue.

Scio Classroom Teachers Association  Date: 10/31/2024

Scio School District Superintendent  Date: 10-31-2024