

ARTICLE 5

ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. Records Availability Clause

The Association will have made available by the District any and all public records requested by it in the form and content in which they are readily available, provided the same are not exempt from disclosure under ORS 192.501, 502, and 505. The District may charge and the Association shall pay the reasonable clerical and duplicating cost incurred by the District for making the records available.

B. Association Use of Facilities

1. Use of School Buildings

The Association and its representatives shall have the right to use school buildings, after normal school hours, subject to the approval and assignment of buildings and rooms by the building principal. The building principal will not arbitrarily deny requests. The Association and its representatives are responsible for cleaning up and restoring the room/building to its original condition.

2. Office Space and Telephone

The Association shall be provided, whenever reasonably possible, office space without cost in a building at a location, and of a description to be mutually agreed upon. The Association may arrange for and maintain at its cost a telephone in the office space. The right to occupy such space may be terminated at the discretion of the District in the event that the Association or any person acting on its behalf causes, authorizes, supports, or participates in any of the activities identified in the "No Strike" provision of this contract.

3. Use of School Equipment

The Association shall have the right to the use of school equipment including office equipment and all types of audiovisual equipment at reasonable times when such equipment is not in use subject to the approval of the principal or other appropriate responsible administrators.

The principal or other appropriate responsible administrators will not arbitrarily deny such requests. The Association will adhere to the District's policies and rules regarding computer usage, the e-mail system, and internet access. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use and for any repairs necessitated as a result of use by the Association and its representatives.

4. Bulletin Boards

The Association shall have the use of a bulletin board or bulletin board space in each school for the posting of materials relating to the Association or its members. The Association shall also be assigned adequate space on the bulletin board in the central office for Association notices.

5. Mail Facilities and Mail Boxes

The Association shall have the right to use the inter-school mail courier service and school mail boxes as it deems necessary and without the approval of building principals or other members of the administration, unless such use is deemed by the administration to overload or put undue cost upon the service, or is in violation of the US Postal Service's rules and regulations.

6. Restrictions on Use

The District shall have the right to restrict Association use of bulletin boards and mail facilities if the effect of such use is defaming to any individual or contrary to law.

7. After Strike Notice

At any time following the Association's notice to the District that the Association intends to strike against the District, the District may terminate the Association's, its representatives' and its bargaining unit's members' rights to use the District facilities, space and equipment, granted in this Article. These rights shall be restored effective with the implementation or execution of the new agreement.

8. Worksite Visitation

The Association President and/or designated Association representatives shall be permitted to meet with members of the bargaining unit at their worksites during the regular work day subject to the following conditions:

Such meetings do not interfere with instructional time, assigned duties, or other meeting obligations.

Meetings during prep time are permissible provided that there is mutual agreement to do so between the Association President or designated Association representatives and the bargaining unit member.

When the Association schedules an extended building visit such as meeting with multiple members during the day, such meetings will be announced in advance to the Superintendent or assigned District leadership.

The Superintendent or assigned District Leadership agree to contact the Association President and/or the UniServ Consultant in the event any concerns arise about Association worksite visitation. In these instances, the District and the Association agree to meet and work to proactively address these concerns while adhering to the commitments in this provision.

C. Leave for Association President/Designee

1. The District shall grant the Association President up to a full time leave of absence for the President's term of office in the Association. The District will pay the Association President their full salary, submitting a monthly invoice to the Association for the cost of the applicable Association leave minus any agreed upon savings. To insure the least disruptive environment for the students involved, the Association President-Elect will establish with his/her supervisor a defined work schedule prior to March 15, of the President Elect's term of office. This release program will be presented to the Superintendent not later than April 1. The District shall receive and take action on the leave request prior to April 15. The Superintendent or his/her designee shall notify the Association President of the decision of the District within five (5) days following the decision. Upon return from such leave, the President shall be allowed normal movement on the salary schedule, and any such leave of three years or less guarantees return to the same building. In the event that a person would serve more than one consecutive term as Association President, the Board may grant a second consecutive year of leave without pay pending the Superintendent's recommendation.
2. If the Association President does not take advantage of the above leave of absence, the District shall grant up to ten (10) days' leave with pay per school year and up to ten (10) days' leave without pay per school year to the President of the Association, or his/her designees, for the exclusive purpose of assisting in the application, maintenance, and administration of the collective bargaining agreement and its successors. Except in emergencies, the District shall be entitled to 48 hours' notice of intent to take such leave.
3. The District shall grant up to twenty (20) days of leave with pay for Association President or designee to represent the Association in District activities, including involvement with civic, parent, and other government groups, or to work with the Superintendent or his/her designee on education related issues. Except in emergencies, the Association President or his/her designee shall be entitled to forty-eight (48) hours' notice.

D. Orientation/In-service Programs

1. The Association shall be provided with the names, physical addresses, positions and FTE, and worksites of all bargaining unit members newly hired by the District. The District will provide this information by August 15. In the event that not all anticipated openings are filled at that time, the information shall also include a list of those anticipated unfilled vacancies. For any bargaining unit members hired after that date, the District shall make available such information electronically.
2. All orientation programs for new teachers shall be the responsibility of the District after consultation with the Association. Such orientation programs shall include the scheduling of at least one (1) lunch hour of time in which the Association shall have the opportunity to meet with all bargaining unit members newly hired by the District.

E. Student Discipline

1. Adoption of Amendments to Student Code of Conduct

In the event that the District shall recommend amendments to the Student Code of Conduct, the Association shall be advised, and consulted, prior to adoption.

2. Other Amendments

The District agrees that upon request by the Association, it will receive proposed amendments to the Student Code of Conduct.

F. Association Right to Speak

At the close of faculty meetings, an Association representative will be permitted to request that teachers stay after the meeting for purposes of discussing Association business.

ARTICLE 18

SALARIES

A. Licensed Salary Schedule

1. Licensed staff shall be paid in accordance with the salary schedule(s) appearing in Appendices A and B, which is by this reference made as part of this agreement.

Normal step movement will be granted at the beginning of the school year for those bargaining unit members who are otherwise eligible for the step movement.

2015-16: Those employees who were in the BA, BA+24 and BA+45 columns will remain at the same step as in the 2014-15 and placed on the BA column of the 2015-16 salary schedule. Employees who are in the BA+60 column will advance one step higher than the 2014-15 school year and placed on the BA column of the 2015-16 salary schedule. Those employees in the MA, MA+45 and PhD columns will advance one step higher than the 2014-15 school year and placed on the applicable column of the 2015-16 salary schedule.

2. Rollover

If neither the Association nor District requests to negotiate a successor agreement, the salary shall be calculated at no less than 1% or more than 3% based on the previous year's June/December Portland CPI.

CPI increases in "rollovers" also apply to the co-curricular salary schedule.

Rollover would also increase the contribution to the insurance cap by \$50.

3. The District shall "pick up," assume and pay a 6% employee contribution to the Public Employees Retirement System for the bargaining unit members that participate in the Public Employees Retirement System. Such pickup, or payment, of the bargaining unit members' contribution to the system shall continue for the life of this agreement. The full amount of required bargaining unit member contributions picked up or paid by the District on behalf of employees pursuant to this agreement shall be considered as "salary" within the meaning of ORS 237.003(8) for the purposes of computing a member's "final average salary" within the meaning of ORS 237.003(12), but shall not be considered as "salary" for the purposes of determining the amount of member contributions required to be contributed pursuant to ORS 237.071. Such pickup or paid member contributions shall be credited to member accounts and shall be considered to be member contributions for the purposes of ORS 237.001 to 237.320.

B. Placement on Salary Schedule

1. Placement on Step

Each teacher shall be placed on the proper step of the salary schedule at the beginning of the school year. Any teacher already in the employ of the District contracted for at least 91 days of any school year shall be given full credit toward the next increment step for the following year.

2. Modification to Placement on Step

Any teacher who holds an earned PH.D degree, ED.D degree, National Board Certification, or CCC (Certificate of Clinical Competency) with a current certification standard will qualify for a stipend equal to .0957 of the base teacher's salary for the contract period.

Extended contracts will be reimbursed at a per diem rate of 1/190 of the teacher's annual salary.

3. Credit for Experience

Upon employment with the District, credit up to step X (10) of any salary level on the Teacher Salary Schedule may be given to a teacher for previous outside teaching experience in a duly accredited school. A teacher new to the District, at the discretion of the Board and the Superintendent, may be allowed up to ten (10) years' experience for other than teaching experiences germane to the District teaching of such teacher. Reasonable exceptions to provide additional credit for experience may be granted when deemed appropriate by the District, with written notice to the Association as to the rationale for the exception.

If a teacher comes to the District with previous part-time/full year, or full-time, partial year experience, any combination of experience under contract which adds up to 135 full days or 1012.5 hours yearly will be counted as one year of experience.

A teacher with previous teaching experience in the Lincoln County School District, upon returning to the District, may at the discretion of the Board, receive credit on the salary schedule for military experience or alternative civilian service required by the Selective Service System for experience germane to the teacher's District teaching assignment.

4. Credit for Degrees and Hours Earned Beyond a Bachelor

a. Each teacher shall be placed and advanced on the salary column of the salary schedule after review by the Superintendent or his/her designee of courses taken. Advancement on the teacher's salary column to the next column shall occur only when the Superintendent or his/her designee determines that courses taken are germane to the teacher's classroom assignment or when the Superintendent or his/her designee determines the teacher's additional preparation to be of value to the District.

- b. The courses for advancement and/or placement on bachelor's columns must have been taken after the receipt of the teacher's bachelor's degree. The courses for advancement and/or placement on master's columns must have been taken after the receipt of the teacher's master's degree.
- c. The Superintendent or designee, if requested by the teacher, shall give prior approval of courses to be taken for movement on the salary schedule. Official transcripts and official course descriptions verifying classes taken and degrees received must be submitted to the Superintendent or his/her designee by October 15 for movement on the salary schedule to be effective in the entire current school year. The Superintendent or his/her designee may waive the October 15 date when a teacher demonstrates to the Superintendent or his/her designee that the failure to provide such verification was for reasons beyond the teacher's control. For mid-year graduates and coursework completion, upon submission of the coursework to Human Resources, teacher salary will be adjusted to the appropriate placement on the salary schedule and pro-rated or effective the next pay period.

B. Co-Curricular Salary Schedule

Co-curricular activities compensation shall be according to the schedules appearing in Appendix B, which by this reference is made as part of this Agreement. Appendix C is the Memorandum of Understanding that establishes the joint LCEA and District subcommittee to work on inequities and updating of Appendix B.

C. Curriculum Rate

For general, curriculum development work that is assigned outside of the regular workday, the District will pay \$25.10/ hour for first year of the contract, and thereafter will increase by the same percentage as the salary schedule.

ARTICLE 19

DEDUCTION FROM SALARY

A. Association Payroll Dues Deduction

1. The District agrees to deduct from the salaries of bargaining unit members, dues for the LCEA, OEA and NEA. Such deductions shall be made in ten (10) equal installments beginning in October and ending in July.
2. Each of the Associations named above shall certify to the District, in writing, the current rate of its membership dues. If any of the Associations shall change the rate of its membership dues, it shall give the District written notice forty-five (45) days prior to the effective date of such a change.

B. Fair Share Agreement

1. An amount equal to the total of the LCEA, OEA and NEA dues will be deducted from the pay of each nonmember of the Association by the District in ten (10) equal monthly installments, beginning with the October paycheck, if the Association has complied with ORS 243.650.
2. Any teacher who has not certified to the Board that he/she paid dues directly to the Association shall be subject to the provisions of this section. Certification of direct payment of dues shall be made by the fifteenth (15) day of September, or two (2) weeks after contract ratification, whichever occurs later.
3. Notwithstanding Section 2, above, the rights of non-association of employees based on religious tenets shall be protected. Such employees shall pay the fair share amount to a nonreligious charity in accordance with the applicable procedures in ORS 243.666.
4. The District shall disburse such monies to the Association including fair share fees.
5. The Association agrees to hold the District harmless against any and all claims, suits, orders or judgments brought against the District as a result of the provisions of Section A and B if the District notifies the Association within thirty (30) days of such claim and tenders the defense of such claim to the Association.

C. Membership Withdrawal

If Section B becomes unenforceable due to changes in the law or relevant rulings by a court of competent jurisdiction, this following section (Section C) will apply.

1. The District agrees to continue to deduct all Association dues until authorization is withdrawn in writing by the member pursuant to the membership withdrawal procedures established by the Association. Members may withdrawal membership at any time, but unless done by September 15 for the upcoming year, dues deduction shall continue through the July paycheck.
2. This section is not applicable if the member leaves employment with the District during the course of the work year.