COLLECTIVE BARGAINING AGREEMENT

BETWEEN

LINCOLN COUNTY EDUCATION ASSOCIATION

AND THE

LINCOLN COUNTY SCHOOL DISTRICT

BOARD OF DIRECTORS

2019-2021
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PREAMBLE

This Agreement entered into by and between Lincoln County School District of Newport, Oregon, hereinafter called the "Board" or the "District" and the Lincoln County Education Association, hereinafter called the "Association".

The parties to this Agreement agree as follows:
ARTICLE 1
RECOGNITION

Exclusive Representation

The District hereby recognizes the Association as the exclusive representative, as defined in ORS 243.650(8), of licensed teaching personnel under contract.

Specifically excluded from the bargaining unit are all administrative, classified, supervisory and confidential personnel, temporary teachers employed for 60 continuous calendar days or less in any school year, after school tutors, and substitutes.
ARTICLE 2
STATUS OF AGREEMENT

A. Duration of Agreement

This Agreement shall be effective July 1, 2019 and shall continue in effect through June 30, 2021, when it shall terminate.

B. Negotiation of Successor Agreement

The parties shall enter into collective bargaining for a successor agreement after written notice from one party to the other in the year in which this agreement expires. Any agreement so negotiated shall be reduced to writing after ratification by the parties.

C. Rollover

If neither the District nor the Association provides notice of negotiation of successor agreement pursuant to subsection B of this Article prior to February 1 of the year in which the contract expires, the contract will be extended for a period of one year and the parties will bargain over salary and insurance only pursuant to ORS 243.698.

D. Modification

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

E. Funding

1. If the District closes its schools because of insufficient State School Funding, no member of the bargaining unit shall be entitled to any of the monetary benefits provided in this Agreement while schools are closed. No monetary benefits shall accrue to a member of the unit while schools are closed. Should the district have to close schools, the district may not cut more than ten (10) days without the agreement of the Association.

2. In the event the District reduces the work year as the result of a school closure, anytime during the year, the direct monetary benefits shall be reduced in proportion to the reduced work year. Fringe (Article 20) and leave benefits (Article 16) shall not be reduced during the contract year.
F. **Separability**

If any provision of this agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

If any provision of this Agreement is held to be invalid, then either party may request that negotiations be opened under the expedited bargaining provision as provided in ORS 243.698.

G. **Compliance Between Individual Contract and Master Agreement**

Any individual contract between the District and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If any individual contract contains any language inconsistent with this Agreement, this Agreement during its duration, shall be controlling.

H. **Copies of Agreement**

1. There shall be two (2) signed copies of this Agreement for the purpose of records. One shall be retained by the District and one by the Association.

2. This Agreement shall be posted on the district website within 30 days of the signed agreement.

I. **Notice to Association and Board**

Whenever either of the parties to this Agreement is required to give notice to the other, pursuant to the provisions of this Agreement, either party shall do so by personal service or by certified or registered mail to the following:

1. If by the Association, to the District at the office of the Superintendent, or at any such other address as the District may inform the Association of in writing.

2. If by the District, to the Association through its President, or any such other address as the Association may inform the District of in writing. The Association shall notify the District in writing of the name and address of the Association President.

Mailed notice shall be deemed to have been given when deposited in the US Mail, as above specified, with postage paid thereon.
ARTICLE 3
NONDISCRIMINATION

The District and the Association agree not to discriminate on the basis of race, creed, color, religion, national origin, sex, age, domicile, disability, or marital status or by reasons of membership or non-membership in the Association. 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.
ARTICLE 4
MANAGEMENT RIGHTS

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.

Except as limited by this Agreement and applicable state and federal law, and without limiting the generality of the foregoing above, it is expressly recognized that the Board's operational and managerial responsibilities include:

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 and procedures related to supplies and equipment.

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 of use of the school system and property and facilities.

5. The determination of safety, health and property protection measures.

6. The right to enforce the policies, rules and regulations now in effect and to establish new policies, rules and regulations from time to time not in conflict with this Agreement.

7. The direction and arrangement of all the working forces in the system, including the right to hire, suspend, discharge, discipline or transfer employees.

8. The creation, combination, modification or elimination of any teaching position.

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, the equipment to be used and the right to plan, direct and control school activities.
11. The determination of the processes, techniques, methods and means of teaching and the subjects to be taught.

12. The rights to establish and revise the school calendar, establish work hours of employment, to schedule classes and assign workloads.

13. The right to select textbooks, teaching aids and materials.

14. The right to make assignments for all programs of an extracurricular nature.

15. The right to determine policies and procedures related to public relations and communications.

Nothing in this Agreement shall limit in any way the Board's contracting or subcontracting of work or shall require the Board to continue in existence any of its present programs in their present form and/or location or any other basis.
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 units 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.

9. **Leave for Association President/Designee**

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.

10. 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 designee, 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.

11. 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.
C. **Orientation/Inservice Programs**

All orientation programs for new teachers shall be the responsibility of the District after consultation with the Association.

D. **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.

E. **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 6
TEACHER RIGHTS

A. Personal/Academic Freedom

1. Personal

The personal life of a teacher is not an appropriate concern of the Board, except those activities which significantly impair the teacher's ability to perform his/her contract duties.

2. Citizenship

Every teacher shall be entitled to full rights of citizenship. Religious or political activities or lack thereof shall not be grounds for discipline or discrimination with respect to the professional employment of such teacher, providing said activities do not violate any local, state or federal law.

3. Academic Freedom

It is recognized that the role of the teacher is primary to the success and achievement of the students. To that extent...

Teachers shall be permitted to use supplemental or discretionary curricular materials of their choosing.

Within the structure of the school and with the expectation that all students learn, teachers shall be permitted to modify the pace and delivery (whole group, small group, etc.) of instruction based on student needs.

Within the appropriate District policy, teachers shall be free from unreasonable censorship. Such policy, rules, and regulations will continue to be subject to change by the District according to procedures.

B. Criticism of Teacher and Supervisors

Any criticism by the supervisor of a teacher's job performance or any criticism by a teacher of a supervisor's job performance shall be made in professional confidence. The intent of this clause is not to stifle the evaluation process or hinder the resolution of classroom or other problems.
C. **Personnel Files**

The District shall maintain one (1) personnel file in the District Office/place of electronic records storage or other designated place. No adverse material shall be placed in a personnel file unless the teacher has had an opportunity to view it and affix his/her signature to the copy to be filed. A teacher has the right to submit a written statement to be attached to any material placed in the file. A teacher shall have the right to view the contents of his/her file at reasonable times and to have a representative present. All contents of the personnel file including any related evaluation documents that may have been housed at one time by a third-party provider shall be maintained in confidence and not be subject to public records requests.

D. **Required Meetings or Hearings**

Whenever a teacher is requested to appear before the Superintendent or the Board concerning any matter which adversely affects the continuation of his/her employment, then he/she shall be given prior written notice of the reasons for such meeting or interview. The teacher shall have the right to an Association or legal representative of his/her choice at the meeting. Any suspension of a teacher pending dismissal charges shall be with pay. It is understood that nothing in this paragraph should be construed as requiring the Association to provide representation to a non-member of the Association in any matter that does not involve the bargaining and enforcement of this collective bargaining agreement.

E. **Evaluation of Students**

The teacher shall have the responsibility to determine grades within the grading policies of the Lincoln County School District based upon his/her professional judgment. No grade or evaluation shall be changed without prior consultation with the teacher except when the teacher is unavailable for consultation.

A teacher is unavailable for consultation when the District has attempted unsuccessfully for ten (10) calendar days to contact and talk with the teacher. The ten (10) day period begins when the District notifies the Association that the District is unable to contact the teacher.

If a grade is changed over the objection of a teacher or the teacher is unavailable, the reason for the change shall be provided in writing to the teacher with a copy to be sent to the Superintendent or designee.

F. **Maintenance of Classroom and Discipline**

1. The district will make available to each member of the bargaining unit an established system for student behaviors (LCEA/LCSD Student Behavior Management Handbook). A committee comprised of teachers and administrators will meet at least twice yearly to collaborate on suggested changes to the Handbook.
2. The definition of the duties and responsibilities of all administrators, coordinators, supervisors, teachers, and other personnel pertaining to student discipline shall be posted on the district website. The definition of the duties and responsibilities of personnel is a retained right of the Board. The Board will support all personnel in their use of prudent disciplinary measures while carrying out their duties and responsibilities.

3. Where there is a demonstrably clear and present danger to the teacher's physical security or when in the judgment of a teacher, a student, by his/her behavior is seriously disrupting the instructional program to the detriment of other students, the teacher may temporarily remove the student from class and refer him/her to the principal. The student shall not be returned to that classroom without a consultation between the teacher and the building principal or his/her designated representative. If it is not possible for a consultation to occur, the teacher will be given timely notice prior to the student's return to the classroom and consultation shall occur as soon as possible upon the principal's or his or her designated licensed representative's return.

4. In the exercise of authority by an employee to control and maintain order and discipline, the employee may use reasonable and professional judgment concerning matters not provided for by specific policies adopted by the Board and consistent with federal and state laws or regulations.

G. Protection of Teacher, Students and Property

1. Reasonable Force

A teacher may, within the scope of his/her employment, use and apply such amount of force as is reasonable and necessary to quell a disturbance threatening physical injury to himself/herself or others; to obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil; for the purpose of self-defense; and for the protection of persons or property within the scope of the law.

2. Assault

a. Legal Assistance

If the District determines that a teacher has acted in a reasonable and necessary manner as defined in G-1 above, the District shall provide such legal assistance as necessary to defend the teacher from any suit, action or claim brought by any third person against the teacher which may arise out of such an incident, to the extent provided by the District's insurance policy.
b. Leave and Compensation

When absence arises out of or from any assault and/or injury upon or to a teacher, who has acted in a reasonable and necessary manner as defined in G-1 above, the District shall compensate a teacher under this section in the amount of the difference in the total amount the teacher receives from the Workers' Compensation; Social Security, Public Employees Retirement System and Disability Income Insurance and the teacher's net pay for the period of the remainder of the contract year, ten (10) months or until the condition of the teacher is medically stable and a determination order issued, whichever occurs first. Provided, that if Workers' Compensation benefits, Social Security, Public Employee Retirement System and Disability Income Insurance are denied such teacher, he/she shall be compensated at full salary less his/her regular payroll deductions by the District for the remainder of the contract year or ten (10) months, whichever occurs earlier. When absence arises out of or from such assault, and/or injury the teacher shall not forfeit any sick leave or personal leave.

If the District makes payment to a teacher under this provision, and the amount of that payment together with payments from Workers' Compensation, Social Security, Public Employees Retirement System and Disability Income Insurance exceeds the teacher's net pay, the teacher shall reimburse the District in the amount of the excess, but in no event shall such required reimbursement exceed the District's contribution.

Although the District's liability for said teacher's compensation shall be terminated as defined above, the District will employ said teacher at the beginning of any grading period when and if said teacher is able to assume his/her professional responsibilities.

If and when the teacher injured under this section is reemployed, he/she shall be reemployed as if there had not been a break in service.

c. Reimbursement of Personal Property Damage

The District shall reimburse the teacher for the reasonable costs of any clothing or other personal property damaged or destroyed as a result of an assault or injury and any vandalism incidental thereto, if the teacher were acting in a reasonable and necessary manner, as defined in G-1, above. The Superintendent may request a signed statement identifying the damaged or destroyed items, and the estimated cost of any claim under this provision.
d. **Medical**

The District shall reimburse a teacher for the costs of medical, surgical, or hospital services incurred by the teacher and not covered by the teacher's insurance or other compensation, as the result of an assault-related injury sustained in the course of his/her employment and while he/she was acting in a reasonable and necessary manner as defined in G-1, above.

3. **Reporting Assaults**

a. **Principals or Immediate Supervisors**

A teacher shall report, in writing, cases of assault suffered in connection with his/her employment to the principal or other immediate supervisor within forty-eight (48) hours of the incident unless prevented by physical incapacity, disability or other excusable delay. Failure to comply with this provision shall absolve the District of any responsibility.

b. **Superintendent**

Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the teacher for information in the possession of the Superintendent relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the teacher, the police and the courts.

4. **Safety**

There shall be a safety committee in each building that will be charged with creating, implementing and analyzing procedures and protocols that impact safety within the building. One responsibility of the committee will be to develop a communication system that is designed to alert affected staff members to potentially dangerous situations within the school.

H. **Supervision of Student Teachers**

Supervision by a teacher of a student teacher shall be voluntary, and approved by the District.
ARTICLE 7
TEACHER FACILITIES

A. Listing of Facilities

Where possible, each school shall have the following facilities:

1. Space for each teacher within each instructional area in which he/she teaches, to store instructional materials and supplies;

2. An adequately furnished room which shall be reserved for the exclusive use of staff and teachers for a lounge; except in those buildings which do not have such facilities on the date of this Agreement;

3. A serviceable desk, chair, and filing cabinet for the exclusive use of each teacher;

4. Each school will have a well-lighted and clean teacher/staff restroom/s separate from the students' restrooms.

5. Copies, exclusively for each teacher's use, of all texts used in each of the courses he/she is to teach;

6. Adequate chalkboard/whiteboard space in every classroom;

7. Adequate books, paper, pencils, pens, whiteboard markers, erasers and other such material required in daily teaching responsibility.

8. Technology including a computer with functional internet access and a printer.

B. Work Room and Office

Whenever possible, the Board will provide an appropriate room and other facilities for each teacher who works in more than one school building to permit the effective discharge of his/her responsibilities to his/her pupils.

C. Keys

During the school year teachers shall be given appropriate keys to an outside door, the faculty lounge, teacher work area, and interior hallway gates of their base school. Lending keys is prohibited. Building keys may be checked out by teachers during the summer months at the discretion of the building principal.

D. Whenever possible, building supervisors will consult with employees about major changes in classroom location or classroom configurations prior to implementing those changes.
ARTICLE 8
COMPLAINT PROCEDURE

A. A teacher is entitled to Association or other legal representation of his or her choice upon his or her request at any time during the entire complaint procedure. It is understood that nothing in this paragraph should be construed as requiring the Association to provide representation to a non-member of the Association in any matter that does not involve the bargaining and enforcement of this collective bargaining agreement.

B. If a complaint is made against a teacher to the administration, such complaint shall be processed under the following circumstances.

1. If an administrator or supervisor intends to make a record in the evaluation report of a complaint received concerning the teacher;

2. If an administrator or supervisor intends to place a record of such complaint in the teacher's personnel file;

3. If the administrator or supervisor intends to take disciplinary action against the employee as the result of a complaint.

C. A conference shall be held with the teacher within ten (10) working days after the complaint is made to the administration. At the conference, the teacher will be apprised of the substance of the complaint and the identity of the complainant. Depending upon the nature of the complaint, the administrator may attempt to assist the parties in resolving the complaint or the administrator may choose to investigate the complaint, or both. The administrator may present the complaint verbally or in writing. However, if the teacher or teacher's representative requests it, the complaint will be reduced to writing if the administrator has not already done so.

D. If the teacher wishes to meet with the complainant, the administrator shall attempt to arrange the meeting.

E. Copies of all written documents produced as a result of the processing of a complaint will be given to the affected teacher. This would include the complaint, any investigation reports, the written resolution or summary, and any other similar document.

F. 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, shall not be placed in the teacher's personnel file, and shall not be used against the teacher in any subsequent action by the District.
G. The teacher shall have the right to attach a written statement to any written material placed in the teacher's personnel file.
ARTICLE 9
EMPLOYEE DISCIPLINE

A. The Association has recognized in another section of this Agreement, the right of the Board to discipline teachers. Teachers will be disciplined only for just cause. Teachers formally charged with violating rules and regulations will be given written notice of the charge(s).

B. This Article shall not apply to the dismissal or nonrenewal of a probationary teacher or the dismissal or non-extension of a contract teacher. Dismissals, non-extensions, and non-renewals of teachers shall be covered solely by the Accountability for Schools for the 21st Century Law, ORS 342.805 to 342.937, and are not subject to arbitration.
ARTICLE 10

EVALUATION

A. Evaluation shall be done according to District-adopted policy. Whenever District-adopted evaluation policy is changed due to lawful mandate, the desire of the District, or the joint desire of the District and the Association, the District and the Association shall collaborate on the changes to the policy.

B. The District and the Association shall each appoint up to three representatives to a Joint Evaluation committee for the purposes of reviewing the teacher evaluation process, monitoring the implementation of the evaluation process, and when needed, developing recommendations for the evaluation handbook. The Committee shall also serve any other purposes mandated by Senate Bill 290. In addition to the three appointees of each party, the District Human Resources Director and the Association President/designee shall be considered permanent members. For the duration of this agreement, the Committee shall meet two times per year. Additional meetings may be scheduled at the request of either party.

C. The results of evaluations shall be reduced to writing, which may be in electronic format. Teachers may request one (1) additional observation by another District administrator.

D. Evaluations shall be submitted to the teacher and be signed and stored electronically, where the teacher and administrator have secure access for reference. All evaluation documents shall be considered part of the personnel file for the purpose of public records law.

E. A teacher may put the teacher's objections to the evaluation in electronic format and have them attached to the evaluation report. When teacher objections are attached electronically they shall be within the same file as the evaluation and will be seen upon opening the electronic evaluation file.

F. When a teacher is placed on a written program of assistance for improvement, the program shall be given to the teacher and discussed. When a written program of assistance for improvement is completed, the District shall notify the teacher in writing/electronic format of satisfactory or unsatisfactory completion.

G. A teacher is entitled to Association representation upon his or her request at any meeting (except observations) involving a program of assistance for improvement. The Association will be informed of any teacher who is subject to non-extension.

H. Probationary Teachers. Notwithstanding the provisions set forth above and notwithstanding the provisions of Article 11, Grievance Procedure, subsection C, 3, grievances by non-renewed or dismissed probationary teachers, alleging a violation of this Article, shall be heard
by the School Board. The post-nonrenewal or post-dismissal hearing will be a full hearing wherein both the probationary teacher and the administration will be afforded the opportunity to be heard. The probationary teacher and the administration may both be represented. The decision of the School Board regarding such grievances will be final and binding upon the parties.

I. Electronic documents utilized in the evaluation process may be printed and delivered in a hard copy format upon teacher request.

J. If the District is required to report teacher's summative evaluation scores to a state or federal agency, the District will develop a reporting system that does not connect the data to individual teachers. Data collected for state or federal reporting purposes will not be used for any other purposes other than agency reporting and will not be publicized.

K. Student learning goals will be designed by the teacher being evaluated and will be finalized collaboratively by the teacher and evaluator, per the Oregon Matrix. In the evaluation process, the teacher will decide what measures will be used to determine student growth in addition to any required measures such as state standardized assessments. If any changes are made to the Oregon Matrix or other Oregon statute regarding evaluation, the District will adjust the evaluation process in compliance with this contract and these changes.

L. It is understood that nothing in this article should be construed as requiring the Association to provide representation to a non-member of the Association in any matter that does not involve the bargaining and enforcement of this collective bargaining agreement.
ARTICLE 11
GRIEVANCE PROCEDURE

PURPOSE

The procedure set forth in this Article is to secure, at the lowest possible level, impartial, expeditious, orderly, and equitable solutions to grievances which may from time to time arise affecting teachers and their rights. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

A. Definitions

1. Grievance

A grievance is a claim by a teacher or the Association that the terms of the Agreement have been misinterpreted, inequitably applied or violated.

2. Grievant

A teacher, group of teachers or the Association making the claim or presenting the grievance.

3. Party in Interest

A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

4. Hearing

A meeting at which parties in interest and those officially involved may be present, including the right to submit evidence, and/or to present arguments and answer questions.

5. Immediate Supervisor

The person having the immediate authority to act in regard to the grievant and the grievance.

6. Days

"Days" shall mean working days of the grievant, unless otherwise indicated. If sufficient working days of the grievant do not exist for the full resolution of any
grievance prior to the end of the school year, "days" shall mean calendar days, excepting only Saturday, Sunday and holidays.

B. General Procedures and Other Provisions

1. Time Limits

The number of days indicated at each level should be considered as a maximum, time being of the essence in the resolution of grievances. However, time limits specified may be extended by written agreement, or verbal agreement, if followed within five (5) days by written confirmation.

2. Resolution and Appeal

a. A grievance shall be considered resolved at any level at which the grievant fails to request further consideration within the specified time limits.

b. A grievance may be appealed to the next level upon failure of a decision to be communicated in writing to the grievant within the specified time limits.

3. Rights of Teachers to Representation

a. Teacher and Association

Any grievant may be represented at all levels of the grievance procedure by an Association representative, another bargaining unit member of their choice, or other legal representation. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all levels of the grievance procedure above Level One - Informal Level.

b. Reprisals

No reprisals, restraints, interference, or discrimination 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. No reprisals of any kind shall be taken by the Association of any member of the administration by reason of the participation in the grievance procedure.

4. Meetings and Hearings

Subject to the Public Meetings Law, all meetings and/or hearings relating to a grievance shall not be open to the public and shall include only the parties officially involved at the level of the grievance. Subject to the Public Meetings Law and the
discretion of the arbitrator, the deliberations of the arbitrator shall not be open to the public.

5. **Grievance File**

All original documents, communications and records of a grievance shall be kept in a separate grievance file by the Superintendent. Such material shall be made available to the grievant, the Superintendent, the Board, the Association, and the arbitrator upon their request at appropriate levels of this procedure.

6. Forms for processing grievances shall be prepared jointly by the Superintendent and the Association. Such forms shall be given proper distribution by the Superintendent and the Association so as to facilitate the grievance procedure. The cost of printing such forms shall be borne by the Board.

C. **Problem-Solving Process**

It is the intent of the parties that a collaborative problem solving process shall be utilized when issues exist that are neither subject to the grievance nor formal complaint process. If a member has a problem that needs to be solved, they may work with the building representative to do the following:

1. Determine if the problem could be a grievance. If so, follow the grievance process outlined in Article 11, Section D.

2. Determine if the problem is a complaint. If so, follow the complaint procedure in Article 8, or appropriate District policy.

3. If the problem is not a grievance or complaint, then the association and district will try to solve the issue in a collaborative problem solving process.

D. **Grievance Process**

1. **Level One - Informal**

The grievant shall promptly attempt to resolve the grievance informally between the grievant and the immediate supervisor.

2. **Level One - Formal**

If the grievance is not resolved informally, it shall be reduced to writing by the grievant who shall submit it to the immediate supervisor.

The written grievance shall give a clear and concise statement of the alleged grievance including the facts upon which the grievance is based, the issue involved, any
collective bargaining agreement provision(s), allegedly misinterpreted, inequitably applied or violated and the relief sought. If a grievant does not submit the grievance to the immediate supervisor in writing within twenty (20) days after the facts upon which the grievance is based first became known or should have become known to the grievant, the grievance will be deemed waived.

The immediate supervisor will reply in writing to the grievant within ten (10) days after receipt of the written grievance.

3. **Level Two – Superintendent**

   If a grievance is not settled at Level One and the grievant wishes to appeal the grievance to Level Two, the grievant may file the grievance in writing with the Superintendent of schools within ten (10) days after receipt of the immediate supervisor's written answer.

   The written grievance shall give a clear and concise statement of the alleged grievance including the facts upon which the grievance is based, the issue involved, any collective bargaining agreement provision(s), allegedly misinterpreted, inequitably applied or violated and the relief sought.

   The Superintendent shall thoroughly review the grievance, arrange for necessary discussions, conduct a hearing, and give a written answer to the grievant with a copy to the Association, no later than twenty (20) days after receipt of the written grievance.

4. **Level Three-Board**

   If a grievance is not settled at Level Two and the grievant wishes to appeal the grievance to Level Three, the grievant may file the grievance in writing with the Board of schools within ten (10) days after receipt of the Superintendent’s written answer.

   The written grievance shall give a clear and concise statement of the alleged grievance including the facts upon which the grievance is based, the issue involved, any collective bargaining agreement provision(s), allegedly misinterpreted, inequitably applied or violated and the relief sought.

   The board members shall thoroughly review the grievance, arrange for necessary discussions, conduct a hearing, and give a written answer to the grievant with a copy to the Association, no later than twenty (20) days after receipt of the written grievance.

5. **Level Four-Arbitration**

   a. Grievances not settled at Level Three of the grievance procedure may be appealed to arbitration with the written approval of the Association provided
written notice of a request for arbitration is made to the Superintendent within twenty (20) days of receipt of the answer in Level Three.

b. When such a timely request has been made for arbitration, an arbitrator shall be selected. The arbitrator may be mutually selected by the District and the Association.

c. If the parties are unable to select a mutually-acceptable arbitrator, a request for a list of seven (7) arbitrators shall be made to the Employment Relations Board by either party.

d. The arbitrator so selected shall confer with the representatives of the Board and the Association. The arbitrator shall hold hearings promptly and issue a decision no later than thirty (30) days from the date of the close of the hearings or if oral hearings have been waived, then from the date of the final statement and proofs of the issues that have been submitted.

e. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning and conclusions on the issues submitted.

f. The arbitrator shall have no power to advise on salary adjustment, except as to improper application thereof, nor to add to, subtract from, modify or amend any terms of this Agreement. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be, within the scope of the arbitrator's authority, final and binding on the parties.

The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the District and the Association. Any other expenses incurred shall be paid by the party incurring same.

g. To the extent permitted by law, pursuit of a grievance through binding arbitration under this article shall constitute a waiver by the grievant of any right to seek redress for the contract misinterpretation(s), inequitable application(s) and/or violation(s) alleged in the grievance in any other judicial or quasi-judicial forums.
ARTICLE 12

NO STRIKE PROVISION

During the term of this Agreement, neither the Association nor any person acting on its behalf will cause, authorize, support or participate in, nor will any employee in the bargaining unit individually or as a group, take part in any work slow-up, work stoppage or strike, i.e., the concerted failure to report for duty, or willful absence of a teacher from his/her position or stoppage of work or abstinence in whole or in part from the full, faithful and proper performance of the teacher's duties of employment. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line when called upon to cross such picket line in the line of duty. Any teacher participating in the violation of this Article, directly or indirectly, may be disciplined, including discharge by the District.

There will be no lockout of members of the bargaining unit by the District as a consequence of any dispute arising during the term of this agreement.

The provisions of this Article shall be deemed waived for any interim bargaining between the parties over issues not addressed in this Agreement or over which the parties have agreed to reopen negotiations.
ARTICLE 13
LAYOFF AND RECALL

A. Seniority shall be defined as the employee's total length of continuous service in the District as a licensed teacher. Seniority will be computed and accrue from the teacher's most recent first day of actual service in a bargaining unit position, and shall continue to accrue during approved leaves of absence. In case two or more teachers have the same date of actual service with this District, the tie will be resolved by drawing lots.

B. Whenever the Board determines that a layoff is necessary, it will notify the Association with 30 days' notice, absent emergency circumstances or unforeseen circumstances. As soon as practicable, notice will be given to the affected teachers of their layoff.

C. In the event the Board, in its discretion, determines that a layoff is necessary, then it will determine the teachers to be retained by means of the following criteria:

1. A determination of whether the teachers to be retained hold the proper license and/or endorsement as required by Oregon law to fill the remaining position(s).

2. A determination of the seniority of the teachers to be retained; and

3. A determination of the competence of a teacher being retained if the Board desires to lay off another teacher with greater seniority.

   a. If the District desires to retain a teacher with less seniority than a teacher being released under this section, the District will determine that the teacher being retained has more competence than the teacher with more seniority who is being released.

   b. Nothing in paragraph C, 3, shall be construed to limit the operation of paragraph C, 1, that is, the requirement that a retained teacher be licensed to fill the remaining position.

D. Nothing in this Article shall be construed so as to interfere with the Board's right to dismiss or non-extend a contract teacher pursuant to the provisions of the Fair Dismissal Law or to dismiss or non-renew a probationary teacher pursuant to ORS 342.835. This Article covers all layoffs of all teachers, regardless of whether conducted individually or as a group.

E. In conducting a layoff under this Article, the District will first determine the program(s) or area(s) scheduled for reduction or elimination.
1. After such determination, the District will make every reasonable effort to transfer teachers in such program(s) or area(s) to other vacant positions for which they are qualified and properly licensed.

2. The District will make every reasonable effort to combine positions in a manner which allows teachers to remain qualified so long as the combined positions meet the curricular needs of the District and the competence considerations specified in subsection C, 3, of this Article.

3. Layoffs will be based upon the criteria set forth in Section C above.

F. For the purposes of this Article, the term “competence” shall mean the ability to teach a subject or grade level based on recent teaching experience related to that subject or grade level within the last five years or educational attainments, or both, but not based solely upon being licensed to teach. Grade level will be divided into K-9 and 6-12 levels. For teachers who have taught a subject or grade level previously, at least 10 quarter credit hours of college coursework within the last five years in the subject or grade level will be determined to be the equivalent of actual teaching experience, as will 100 “seat” hours in seminars or workshops related to the subject or grade level. Alternative Education will not be used as an area of competence during a layoff/recall.

G. Recall

If within 27 months from the first date of layoff, a vacancy occurs within the District for which a laid off teacher is qualified as per paragraph I below, the recall procedure outlined below will be followed.

1. At the time of layoff, the District shall place laid-off teachers on the Recall list, unless directed otherwise by the teacher. The District shall also confirm the teacher's address for recall notification. In the event of a recall, the District shall notify the teacher who has expressed a desire to return to the District of the recall by certified mail, return receipt, sent to the last address given by the teacher to the District office. The teacher will have 10 working days from the date of such notice to notify the District of intent to return. The teacher must thereafter report on the starting date specified by the District providing that this will not be less than 30 days from the date the notice of recall was received, or lose all recall rights.

2. All benefits to which a teacher was entitled at the time of layoff, including unused accumulated sick leave, will be restored to the teacher upon the teacher's return to active employment, and the teacher will be placed on the proper step of the salary schedule. A teacher will not receive increment credit for the time spent on layoff unless the teacher was employed by an accredited school district as a teacher for a period of time equal to a majority of the District's work year nor will such time count
toward the fulfillment of time requirements for acquiring contract status. Employee benefits do not accrue during the time of layoff.

3. Teachers covered by this Article will have the option to continue insurance programs at their own expense subject to the approval of the insurance carrier.

4. Teachers covered by this Article will be given consideration for substitute teaching; such will not affect teacher recall rights.

H. In determining which teacher or teachers to recall, the Board will utilize the criteria set forth in paragraph C above. New areas of licensure acquired by laid off teachers subsequent to layoff will be recognized by the District. If a negative response is received and the vacant position is outside of the geographic area from which the individual was laid off, the individual shall remain on the recall list without loss of status. If a negative response is received and the position is in the geographic area from which the individual was laid off, the individual shall be removed from the recall list and the District shall no longer have any obligation to the individual; the individual will be deemed to have resigned from District employment. Any teacher not recalled pursuant to this Article within 27 months of layoff will be deemed to have resigned from District employment.

I. Any "appeal" from the Board's decision on layoff or recall pursuant to this Article shall be by means of a grievance filed pursuant to the Article on Grievance Procedure. The decision of the arbitrator will be final and binding on all interested parties as long as the arbitrator's decision is within his/her jurisdiction. The arbitrator's jurisdiction is further restricted as follows: The arbitrator is authorized to reverse the layoff or recall decision made by the District only if the District;

1. Exceeded its jurisdiction;
2. Failed to follow the procedure applicable to the matter before it;
3. Made a finding or order not supported by substantial evidence in the whole record; or
4. Improperly construed the applicable law.

J. The geographic areas are defined as:

1. East: Eddyville, Siletz and Toledo
2. West: Newport
3. South: Waldport
4. North: Lincoln City
ARTICLE 14

TEACHER ASSIGNMENTS AND TRANSFERS

A. Teacher Assignments

1. Notification

a. Presently-Employed Teachers

All teachers shall be given written notice of their salary schedules, class and/or subject assignments, and building assignments, for the forthcoming year, as soon as practicable. Master building schedules will be sent to the Association by September 30.

b. New Teachers

The Superintendent or his/her designee, shall give notice of assignments to new teachers as soon as practicable.

c. Revisions

In the event that changes in class and/or subject assignments and building assignments are made, teachers affected shall be notified 10 working days prior to the change, except in the case of an emergency.

In the event an assignment is revised, a discussion will be held between the supervisor and teacher about additional leave and/or support.

2. Traveling Teachers

Whenever possible, schedules of traveling teachers who are assigned to more than one school, shall be arranged so that no such teacher shall be required to engage in an unreasonable amount of inter-school travel. Traveling teachers will have travel time, lunch time, and preparation time included in their schedule. A traveling teacher shall be notified of changes in his/her schedule as soon as practicable. In an effort to reduce paperwork, the district and a traveling teacher may work out a monthly stipend, based on the previous year’s travel data, if applicable.

B. Voluntary Transfers and Reassignments

1. Notification of Vacancies
a. **Posting Vacancies**

As soon as practicable for start of year or full year vacancies, the District shall email to all personnel, all district position vacancies. In-District teachers shall be provided the opportunity to be interviewed for requested transfers to bargaining unit positions.

A vacancy shall be defined as a position which the District intends to fill, to which a current employee will not be transferred or reassigned; however, the district may fill the position with a sub depending on the position and length of time until a semester or school-year break.

b. **Filing Requests**

A teacher who desires a change in position or assignments or who desires to transfer to another building, shall submit a completed transfer request form (form P-08) to human resources. Such statement shall include the position or assignment to which the teacher desires to be assigned and the school or schools to which he/she desires to be transferred, in order of preference.

All transfer requests (form P-08) submitted in a given work year shall remain current for any applicable vacancy through the first work day of the following school year unless a bargaining unit member voluntarily withdraws the form in writing to human resources.

c. **Notice to Association**

As soon as practicable, following the beginning of the new school year the Superintendent shall send the Association a system-wide schedule showing the names of all teachers who have been reassigned or transferred.

2. **Request for Reassignment and/or Transfer**

In responding to requests for voluntary reassignment and/or transfer, the wishes of the individual teacher shall be honored to the extent that the reassignment and/or transfer does not conflict with the individual school instructional requirements and staffing patterns, school board policy and the best interests of the school system, as determined by the Board.

Employees who file timely transfer requests and application materials for specific positions for which they are qualified will receive priority consideration over outside applicants.
C. Involuntary Transfer Reassignments

1. Notice

Notice of an involuntary transfer or involuntary reassignment shall be given in writing to the teacher as soon as practicable.

2. Meeting

If possible, an involuntary transfer or involuntary reassignment shall be made only after a meeting between the teacher involved and the immediate supervisor, at which time the teacher shall be notified of the reason therefore.

3. Reassignment

A teacher being involuntarily transferred or involuntarily reassigned shall be placed in a teaching position which does not involve a reduction in his/her teaching salary.

Any teacher subject to an involuntary transfer in another building shall be provided 1-2 days of paid leave or additional per diem compensation with HR approval for the purpose of moving and classroom set up.

4. Expenses

In the event of an involuntary transfer or involuntary reassignment of a teacher, at the option of the teacher, the District shall pay the moving expenses or added travel expenses (at the District mileage rate) incurred by the teacher if thirty (30) additional round trip miles are added from the teacher’s residence at the time of transfer, unless the teacher lives closer to the new assignment site than the previous assignment site, provided that the costs to the District in either case shall not exceed a sum equal to .0662 of the base teacher salary. This provision shall be applicable only during the twelve months following the involuntary transfer or reassignment.
ARTICLE 15

WORK SCHEDULE

A. Teacher Work Year

The Board shall adopt a school calendar after consultation with the Association. The proposed calendar shall be submitted to the Association to review two (2) weeks before final action is taken by the Board to adopt the calendar. The new calendar shall include 190 contract days except for new teachers who shall work 191 contract days. Teachers will be given the equivalent of two (2) days in half day increments for classroom preparation prior to the start of the school year. Contract days will include five (5) paid holidays. Paid holidays are Labor Day, Veterans' Day, Thanksgiving Day, Presidents' Day and Memorial Day. In order to qualify for the holiday benefit, the employee must be in a paid status on his/her scheduled workday immediately before the holiday or on his/her scheduled workday immediately following the holiday.

Teachers may be requested to work beyond the 190 days and shall be compensated at their per diem rate, or with the agreement of the teacher and supervisor, given compensatory time off.

B. Teacher Hours and Teaching Duties

1. In-School Workday

A teacher's total in-school workday shall consist of seven and one-half (7-1/2) hours, exclusive of the duty-free lunch period, and such additional time as necessary to meet professional responsibilities e.g., meeting with parents, other agency personnel, open house, back to school night, etc. Teachers who are required to conduct Parent/Teacher Conferences outside the 7-1/2 hour day shall be given compensatory time off. The teacher's in-school workdays include responsibilities for a variety of non-instructional/classroom responsibilities e.g., supervision of bus loading and unloading, playground supervision, hall duty, inventorizing books and materials, etc.

2. Duties Extending Beyond the Workday

Teachers will be responsible for supervising activities which extend beyond the workday. However such supervision will not be required before a real attempt is made to find a volunteer. Each teacher will be responsible for supervising no more than twenty (20) hours per teacher contract year of activities which extend beyond the workday.

Teachers shall be compensated at an hourly rate equal to .00061 of the base teachers' salary. Teachers who work less than full time (1.0 FTE) shall be responsible for supervising activities on a pro-rata basis.
3. **Check-In Procedure**

As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibility but they shall not be required to "clock in or clock out" by hours and minutes.

4. **Teaching Conditions**

   a. **Instructional Planning**

      Teachers must, upon request by their immediate supervisor, furnish evidence of thorough planning (such as outlines and projected daily schedules) of what they expect to achieve with their students and the process for achieving it. Teachers shall provide substitutes with daily, weekly and/or alternative plans as needed, according to procedures developed by the principal and the teachers in each building. Whenever a plan of assistance is being implemented for a teacher, the administrator may require lesson plans which relate to a deficiency identified in the plan of assistance, on a regular basis, until the plan of assistance is completed.

      Every teacher shall plan and teach course content in a manner which conforms to District policies and state rules. In each case, the planning and teaching will be designed to help the student acquire and demonstrate appropriate District requirements.

   b. **Continuous Teaching in Secondary Schools**

      Whenever possible, junior and senior high school teachers shall not be required to teach continuously for more than one hundred-eighty (180) minutes where double periods are used.

   c. **Continuous Teaching in Elementary Schools**

      Whenever possible, elementary teachers shall not be required to teach continuously for more than one hundred-eighty (180) minutes.

5. **Lunch Periods**

   a. Teachers shall have a daily duty-free lunch period of at least thirty (30) minutes.

   b. Teachers may leave the building during their scheduled duty-free lunch period after notifying the school building office.
6. **Meetings**
   
a. **Faculty and Other**
   
   Early release days shall be scheduled on Wednesdays according to the District adopted calendar. Building principals may schedule professional development, professional learning communities, or other faculty meetings on those early release days. Such meetings will commence after the dismissal of students and be completed at the end of the normal work day.

   Teachers may be required to attend faculty or other professional meetings, in addition to their regular in-school workday, without additional compensation. Such meetings will be held no more than four (4) days each month or 120 minutes total. These meetings shall run for no more than thirty (30) minutes each and be contiguous to the work day.

b. **Prior to Holidays and Weekends**

   Meetings which take place after the regular in-school workday and which require attendance shall not be called on Fridays, or on any day immediately preceding any holiday, or other day upon which teacher attendance is not required at school, except by mutual consent of the majority of the members of the building's faculty.

7. **Preparation Time**

   A classroom teacher will have daily preparation time, in addition to his/her duty-free lunch, during which he/she shall not be assigned to any other duties. Preparation time will not be given on full Professional Development or other non-student contact days. Full-time (1.0 FTE) teachers will have a continuous preparation period within the workday of one class period of not less than forty (40) minutes. Teachers who work less than full time (1.0 FTE) will receive preparation time on a pro-rata basis.

   This time shall be spent in the teaching station or other appropriate preparation area mutually agreed upon by the principal or supervisor and the teacher. This time shall be spent in classroom preparation activities.

   Preparation time can be modified at the building level by agreement of the District and the Association. Changes shall be reviewed and agreed upon annually.

8. **Field Trips**

   Field trips shall be scheduled and implemented in a manner which shall be mutually agreed upon by the teacher and his/her immediate supervisor. Written permission for field trips shall be obtained from the Superintendent or his/her designee.
For participating in District-approved field trips which extend beyond the teacher's in-school workday and overnight or weekend trips, teachers shall be compensated at an hourly rate equal to .00061 of the base teacher's salary, with a maximum of eight (8) hours in any twenty-four (24) hour period.

9. Teachers coordinating Outdoor School will be compensated at \( \frac{5}{5} \) of the Column E stipend (according to the co-curricular schedule) for coordinating a school-level program. Those teachers staying overnight will be compensated $100 for each night stayed.

10. 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 student contact days and Conference Days without additional teacher compensation beyond the original number of contracted days. In-service days lost as a result of inclement weather will not be made up.

11. Special Education Work Days

Special education teachers shall be granted substitute release for four (4) days per work year for the exclusive purpose of scheduling IEP meetings and completing related paperwork. Additional days may be requested. Special education teachers will provide their building principal with forty-eight (48) hour notice of their intention to utilize one of these days. With the agreement of the teacher and supervisor, one of the four days may be worked prior to the start of the work year and paid at the per diem rate.
ARTICLE 16
LEAVES WITH PAY

A. Leaves of Absence With Pay

Teachers shall be entitled to the following leaves of absence with pay each school year. With the exception of sick leave and personal leave, such leaves shall be non-accumulative.

1. Sick Leave

a. Accumulative

All teachers employed shall be entitled sick leave benefits up to eleven (11) days per year. Teachers working less than full time (1.0 FTE) shall be compensated for sick leave on a pro-rata basis. Teachers working less than a full year will also be compensated for sick leave on a pro-rata basis. Accrued sick leave shall be taken in hourly allotments. Unused sick leave (up to 10 days per year) may accrue from year to year.

b. Evidence of Illness and Fitness to Return

The District may require an employee who is absent due to illness or injury in excess of three (3) or more consecutive workdays to provide a statement from his/her attending physician or practitioner that provides evidence of either the teacher’s illness which prevents him/her from returning to work or his/her fitness to return to work.

c. Transfer Credit

New employees who have worked for another Oregon Public School District, shall be allowed to transfer unused accumulated sick leave from that district to the extent provided by ORS 332.507, provided the employee presents verification from such district of the amount of sick leave accumulation.

d. Violation of Agreement

Any employee obtaining sick leave benefits by fraud, deceit or falsified statement, shall be subject to disciplinary action.

e. Definition of Sick Leave

Sick Leave means absence from duty because of personal illness or injury. Sick leave may also mean absence from duty because of disability caused by pregnancy or childbirth which prevents the employee from working.
leave also means absence from work for family illness covered under FMLA/OFLA. Members of the immediate family shall include: those identified by FMLA/OFLA definitions or any relative or other person living in the home of the employee subject to the approval of the Superintendent or designee. However, an employee’s accrued paid leave will be applied at the same time as FMLA or OFLA leave until exhausted. It will be paid in the order of sick leave, personal leave, then extended sick leave. After the exhaustion of paid leave, the remaining leave period will be unpaid.

f. Sick Leave Accumulation

Teachers shall be provided an electronic accounting of accumulated sick leave days through the employee web portal.

g. Notice of Illness or Injury

The teacher shall give the immediate supervisor maximum feasible prior notice of his/her intention to take sick leave.

h. Workers Compensation

At the teacher’s option the District shall pay to each teacher the difference between the teacher’s regular salary and the salary received by the teacher under the Oregon Workers’ Compensation Law for absence due to a compensable injury as defined in the law. A teacher’s sick leave account shall be charged only for the pro-rata portion paid by the District. If the teacher has no available sick leave, or once all available sick leave has been exhausted, the teacher shall be entitled to only those payments made by the workers’ compensation carrier.

2. Bereavement Leave

Teachers shall be allowed up to five (5) days’ leave without loss of pay for each death in the immediate family. The teacher shall give his/her principal maximum feasible prior notice of his/her intent to take such leave. Such leave shall not accumulate. The Superintendent may allow a teacher additional leave days without pay under this section. Members of the immediate family shall include: those identified by FMLA/OFLA definitions. In addition, any relative or other person living in the home of the employee subject to the approval of the Superintendent or designee. Bereavement leave provided above shall run concurrently for the allowed use of sick leave for bereavement purposes as provided in ORS 659A.156.
3. **Court Appearance**

Leaves of absence for jury duty or for court appearance as a witness, pursuant to subpoena shall be granted with pay in the amount of the difference between the teacher's regular pay and any amount the teacher receives as juror or from a witness fee, exclusive of a mileage allowance. In the case of an appearance as a witness, leaves with pay shall not exceed two (2) days. This provision shall not apply in cases where the teacher or the Association is a complainant in a case against the District.

Personal appearances in court or subpoena for a non-work related incident are considered personal leave or leave without pay except for required foster parenting related court appearances.

4. **Personal Leave**

Teachers shall receive one (1) day of personal leave with pay, per school year, to a maximum accumulation of five (5) days. A maximum of four (4) paid personal leave days may be taken consecutively.

A request for personal leave must be submitted in writing to the teacher's principal or immediate supervisor as soon as possible and at least one (1) day before taking such leave.

Approval shall normally be granted by the principal or immediate supervisor unless a licensed and qualified substitute cannot be obtained to replace the teacher, or unless a school emergency exists.

This provision shall not be used by the Association or members of the bargaining unit to circumvent the "No Strike" provision of this Agreement.

Employees shall not be permitted to use personal leave days on in-service days or training days. Teachers will not use personal leave on either side of an extended break or holiday: Winter Break, Thanksgiving Break, Spring Break, Martin Luther King, Jr., Memorial Day, and President’s Day, Veterans’ Day.

5. **Leave for Domestic Violence, Harassment, Sexual Assault, or Stalking**

The District shall provide leave to eligible employees who are victims of domestic violence, harassment, sexual assault or stalking in accordance with Oregon law. Any employee who requires such leave shall be permitted to use accrued sick or personal leave, and use the established process for requesting leave.
6 **Failure to Obtain Approval**

Absence of a teacher from duty, including an absence for a single day or a part of a day, which is not authorized by a specific grant of leave of absence under the provisions of this Agreement, shall be deemed to be an unexcused absence without pay and subject to disciplinary action.
ARTICLE 17

LEAVES OF ABSENCE WITHOUT PAY

A. Family Medical Leave

Employees shall be granted unpaid leave in accordance with the federal Family Medical Leave Act (FMLA) and the Oregon Medical Leave Act (OFLA) up to the maximum permissible by law. All insurance benefits and related District contributions shall be continued during such leave as required by law. Such leave will count as regular time worked for the purpose of seniority. When continued leave is required for childbirth/adoption or personal illness and applicable FMLA/OFLA leave has expired, a teacher shall be minimally granted extended unpaid leave of absence through the end of the work year in which the FMLA/OFLA leave expired. Such leave will count as regular time worked for the purposes of seniority.

B. Benefits

All benefits to which a teacher was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave shall be restored to him/her upon his/her return. He/she shall be assigned to a position in the District for which he/she is fully qualified, subject, however, to the provisions of ORS 342.165(1)(j) and Article 18. If the leave is for one year or more, the seniority date will be adjusted by not giving credit for the time not worked.

C. Extensions of Maternity/Adoption Leaves

All extensions or renewal of maternity/adoption leaves shall be applied for and granted or denied in writing.

D. Military Leave

Military leave shall be allowed in accordance with federal and state laws relating to such leaves.

E. Personal Leave

A teacher may take up to four (4) days of personal leave without pay per school year. Such leave shall not accumulate.

A request for personal leave shall be made in writing through the Leave of Absence Request (LOA) form to the teacher's principal or immediate supervisor as soon as possible and at least one (1) day before taking such leave. Approval shall normally be granted by the principal or immediate supervisor unless a licensed and qualified substitute cannot be obtained to replace the teacher, or unless a school emergency exists.
This provision shall not be used by the Association or members of the bargaining unit to circumvent Article 12, of this Agreement.

Requests for personal leave days without pay in excess of four (4) days require prior approval from the District. Such leave days shall not accumulate (Also, see Article 16, Section A, 5, Personal Leaves With Pay).

Personal appearances in court or subpoena for a non-work related incident are considered personal leave or leave without pay.

F. Civic Appearances

Unpaid leaves of absence for duty in meeting civic responsibility may be approved up to one (1) day a year by the Superintendent. Additional time must be approved by the District. Under such leave, the teacher must submit a written request in advance showing how the appearance can benefit the teacher in enhancing his/her assignment. Approval of the building principal and/or immediate supervisor must be obtained.

G. Good Cause

Other leaves of absence without pay may be granted by the District. These would not include leave for other employment.

H. Failure to Return

A teacher who has been granted a leave of absence and who for any reason fails to return to work at the expiration of said leave of absence, shall be considered as having resigned, and the position shall thereupon be declared vacated, except and unless the teacher, prior to the expiration of the leave of absence, has furnished evidence of inability to return to work by reasons of sickness, physical disability, or other legitimate reason beyond the control of the employee.

A teacher on leave shall give the District notice of his/her return from leave by March 1 of the year the leave ends. Following prior written notice from the District, a failure to respond in writing by March 1 shall be considered a resignation.

I. Unpaid Leaves

Employees on unpaid leaves of absence may purchase, at their own expense and option, the group insurances set forth in Article 20, Fringe Benefits and other Allowances, subject to the rules and regulations of the insurance carriers.
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.

2. 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 teachers’ 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. At the time of hire, teachers shall be informed of their right to present written evidence of outside teaching experience. 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.

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 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.

d. 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 with no retro-activity. Requests received after March 1 will be effective the following school year.
MA +45 is forty-five (45) quarter credits or semester equivalents.

C. 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. Unless otherwise negotiated, Appendix B shall be increased annually by the same percentage applied to the regular salary schedule.

When deemed necessary, the District and the Association may appoint a joint subcommittee to update Appendix B. Any adjustments to the Appendix shall be by written mutual agreement.

D. Curriculum Rate

For general, curriculum development work that is assigned outside of the regular workday, the District will pay $27.62/hour for first year of the contract, and thereafter will increase by the same percentage as the salary schedule.

E. LCSD Longevity Stipend

Starting in the first year of the contract 2019-20, for those in service to Lincoln County School District for 20-24 years, $1,000 paid over 12 (twelve) months. For those in service to Lincoln County School District 25+years, $1,500 paid over 12 (twelve) months.

The same goes for year two of the contract, 2020-21, for those in service to Lincoln County School District for 20-24 years, $1,000 paid over 12 (twelve) months. For those in service to Lincoln County School District 25+ years, $1,500 paid over 12 (twelve) months.
### Part-Time Teacher Salary Calculation

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**NOTE:** The formula is hrs. worked ÷ 7½
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.
ARTICLE 20
FRINGE BENEFITS AND OTHER ALLOWANCES

A. The District shall provide a benefits package that includes full family medical, dental, and vision insurance for each member of the bargaining unit. The District shall contribute up to $1440.39 per month for such benefits for the term of this Agreement. No residual benefit shall accrue to single employees.

B. Teachers who work less than full time (1.0 FTE) will receive insurance benefits on a pro-rata basis.

C. The current medical insurance carrier is the OEBB. The LCEA shall select the plans available for bargaining unit members per the provisions established by OEBB and this contract. Dental, Vision and Life insurance (long-term disability) will be part of the fringe benefit package offered by LCSD to the bargaining unit. Dental and vision insurance shall be through the District’s self-insured program.

D. Teachers may participate in an IRS Section 125 account by appropriate payroll deductions. The plan to be offered will include accounts for chiropractic care, medical, dental, and vision premiums (above the cap) by way of pre-taxed payroll deductions, and such other accounts as are approved by the District.

E. Members of the Association will participate in the LCSD Insurance Committee to continually evaluate and improve insurance options. Benefit or plan changes require the approval of both the Association and the District’s Board of Directors.

F. For the terms of this Agreement, the parties will designate MODA’s high deductible plan as the preferred district major medical plan for bargaining unit members.

1. Members enrolling in MODA’s high deductible plan for themselves and any eligible family members shall also be eligible to participate in the District sponsored Group Health Reimbursement Arrangement (HRA) plan. Please Note: Due to IRS regulations, Domestic Partners and/or children of Domestic Partners are not eligible for participation in HRA, FSA, or HSA reimbursement.

2. The purpose of the Group HRA is to provide benefits via a claims submission process. The Group HRA for the Lincoln County School District is designed as follows (per person, with family maximums):

50
Deductible:
First $650 of deductible expenses: Employee Responsibility
Next $950 of deductible expenses: Reimbursed by the HRA @ 80%
($760 HRA / $190 Employee)

Co-Insurance & Copay:
First $2,660 of co-insurance & copay expenses: Employee Responsibility
Next $2,590 of co-insurance & copay expenses: Reimbursed by the HRA

If a participant incurs out-of-network expenses, the reimbursement is capped at the in-network reimbursement levels listed above.

3. For the 2019-20 plan year the district will budget $1440.39 for each employee. The cost sheets for employees will reflect Composite pricing, however the district will pay tiered rates.

The difference in total cost of medical benefits on tiered rates vs the District contribution of $1440.39 (less self-funded dental and vision if applicable) shall be placed in the HRA reserve account to pay claims and supplement benefits in future years as the pool allows.

The H.S.A contribution per employee will be based on the District contribution less the Composite rate for medical, and self-funded dental and vision if applicable.

For the 2020-21 plan year, the district will use the same contribution cap and make necessary adjustments based on premium rates.

4. Group HRA reimbursements are available only for costs that are allowable under Moda Medical Plans. Specifically, not allowed are reimbursements for prescriptions, dental, vision, and over the counter medications or medical supplies.

5. The District will contribute to the Group HRA account.

6. In the event OEBB substantially alters the designs of MODA plans during the terms of this Agreement or introduces alternate plans that would be more suitable for pairing with the Group HRA, the selected MODA plan may be replaced with a high deductible non HSA compliant plan suitable for pairing with the Group HRA.

7. The District will assume all financial risk in the event the group HRA does not perform as anticipated. In the event the Group HRA does not perform as anticipated, the District may consider eliminating the Group HRA for the following insurance year.
8. All fees, taxes, and premiums will be considered part of the District’s maximum contribution.

9. By May 1 of the second year of this contract, the Insurance Committee shall be convened for the purposes of reviewing HRA usage data.

B. Bargaining unit members who would otherwise be categorized as “double-covered” and can provide proof of health insurance through a spouse or domestic partner may elect to opt-out of district provided health insurance. Members who elect to opt-out shall receive a district contribution equal to 50% of the employee’s current insurance cap into an HRA (Health Reimbursement Account). The District shall retain the remaining 50% in the form of savings. Any member who pursues an opt-out based on proof of coverage through a domestic partner shall be informed prior to the completion of the opt-out that their insurance benefit will be subject to the federal taxation.

Those members who selected and HSA compatible insurance plan in 2015-16 will be allowed to continue to select and HSA compatible in each year of this contract. The district will contribute the difference between the employee’s current insurance cap and the actual premium (at the annual composite rate established by OEBB) into the member’s HSA account up to the allowable annual maximum contribution even if the parties select a tiered rate with pooling option.
ARTICLE 21

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENTS

A. Tuition Reimbursement-District Initiated

1. The District will pay the full cost of tuition up to the rate established for a full load by the Oregon's University System and out of county mileage to the nearest such college or university at the rate herein specified for one trip per week, incurred in connection with specific courses, workshops, seminars, conferences, in-service training sessions, or other such sessions which a teacher is required by the administration to take. Where room and/or board are determined necessary by the District in accordance with District policy, teachers shall be reimbursed at the District rate.

2. Other workshops, seminars, conferences, in-service training sessions, or other such sessions which a teacher may be requested by administration to take outside of the 190 contracted days will be paid at curriculum or per diem rate depending on the activity and agreed upon prior to the activity. Where room and/or board are determined necessary by the District in accordance with District policy, teachers shall be reimbursed at the District rate.

3. Other workshops, seminars, conferences, in-service training sessions, or other such sessions which a teacher may be requested by administration to take inside of the 190 contracted days and where room and/or board are determined necessary by the District in accordance with District policy, teachers shall be reimbursed at the District rate.

B. Tuition Reimbursement-Teacher Initiated

1. The District will budget $100,000 per year of this Agreement for the teacher-initiated professional development fund. Monies left in the fund at the end of each fiscal year will revert back to the District. The maximum level of expenditures from the fund will be limited to $100,000.

2. The professional development committee will be charged with the responsibility for receiving, prioritizing, and approving teacher-initiated requests for professional development funds. The goal of the committee is to expend the professional development fund dollars in a manner which will assure the broadest possible impact for the teachers in the bargaining unit and which will be of the greatest possible benefit to the District, its instructional programs, and, ultimately, the students of the District. The committee will consider individual teacher requests for professional development reimbursement funds. The by-laws of the committee and any rules and regulations established by the committee governing its operation shall be subject to the approval of both the Association and the District. The by-laws and rules and regulations of the
committee shall be made available on the District website in writing for members of the bargaining unit to review.

3. No committee member will be paid for service on the committee. The District will make reasonable attempts at allowing the committee to meet during regular employee work hours.

4. Should professional development reimbursement be approved by the committee, the District will reimburse the teacher the amount specified by the committee upon receipt of proof of satisfactory completion of the professional development and upon appropriate documentation of the fee(s) paid by the teacher.

5. Tuition reimbursement shall be up to the Portland State University Oregon resident graduation rates. Classes taken at other institutions at higher rates will be reimbursed as if the classes were taken at Portland State University.

C. Teacher Travel Reimbursement

1. Teachers who are required to use their automobile in the performance of their duties, shall be reimbursed at the District rate.
ARTICLE 22

SICK LEAVE BANK

The purpose of the sick leave bank shall be to extend to those members additional sick leave days for a personal illness or injury, should a member exhaust his/her accumulated sick leave days.

Within sixty (60) days following the signing of this Agreement, including rollovers, each teacher may contribute an initial two (2) days of his/her sick leave allowance to a common bank. Newly-hired teachers may contribute to the sick leave bank within sixty (60) days after the first day of actual service to the District. Further contributions shall be limited to the number of days necessary to bring the bank to an established minimum of one (1) day per member of the bank. Such contributions are irrevocable. Only teachers who have contributed days to the bank may apply for days from the bank. At any time the sick leave bank is "re-charged" to bring the bank up to the established minimum, any teacher may add days to the bank, drop from the bank, or rejoin the bank.

Upon depleting personal sick leave and after obtaining a doctor's statement certifying a physical illness or injury rendering a member unable to perform duties listed on a member's job description for a period of more than five (5) workdays, a member may request days from the bank. A committee composed of the Human Resources Director and the Association's president will act immediately on the request. The committee shall grant the request if (1) District records show that the member has exhausted his/her sick leave; (2) the member is a contributing member to the sick leave bank; and (3) the member has experienced an illness or disability that has prevented him/her from performing his/her job requirements for more than five (5) days and a doctor has certified in writing this illness or disability. The sick leave bank committee may require, at district expense, an independent medical examination verifying the illness or disability. The examination shall be performed by a certified independent medical examiner. In addition, this committee shall develop any procedures deemed necessary or appropriate for the administration and operation of the sick leave bank and shall maintain a record of all decisions made.

If the request is approved, the committee shall notify the District office and resulting days, including the first five (5) days of the illness or injury, if personal sick leave was not available for those days, will be charged to the bank until the member returns to work or has used 65 days from the bank.

The District shall keep accurate records of leave accumulated by the bank and of sick leave used by the bank. Annually the District shall notify the Association in writing of accumulated days and days charged to the bank that year.

Membership shall be terminated by written request of the member or by the end of employment. Previously-donated days shall remain in the bank.
ARTICLE 23
RETIREMENT

A. Members of the bargaining unit who have at least a full ten years of continuous and contiguous bargaining unit service to the District on July 1, 2002, and who retire under full PERS benefits within ten years from July 1, 2002, will be eligible for the following benefit:

The District shall pay up to the contribution rate then in effect on the date of the retiree’s retirement for the retiree for medical insurance coverage only for the retiree and spouse on the medical insurance program then in effect for the members of the bargaining unit. This District contribution amount, or rate, will not change for the balance of the retiree’s retirement. The coverage shall commence the first month after the teacher retires and shall continue for up to seven years or until and including the month in which the teacher reaches the qualifying year for Medicare whichever occurs first. In the event the teacher dies, prior to the final payment, based on the above, the surviving spouse will continue to receive the District’s insurance payment (for single coverage) until the seven year maximum or until the time the deceased teacher would have reached Medicare qualification or until the surviving spouse reaches Medicare qualification, whichever occurs first. The insurance contribution for retirees will be prorated for retirees who were part-time teachers at the time of retirement. A teacher must notify the District at least six months prior to the time of retirement.

B. The parties agree that, other provisions of this Agreement notwithstanding, the provisions of section A, above, will not be reopened or modified in future negotiations except by mutual agreement of the parties.
ARTICLE 24
CLASS SIZE

The parties agree to form a joint committee composed of six members with three (3) appointed by the Association and three (3) appointed by the District. During each year of the Agreement, the District will report to the committee and provide it with information regarding the various class sizes in the District, including special needs students, the number of preparations provided, and other relevant and reasonably available data. It is intended that the District's report will occur twice per year. The first report shall be made no later than October 1. The second report shall be made no later than February 15. The joint committee will be charged with the responsibility to identify and examine problem areas. The joint committee shall present their suggested solutions to the identified problems to the Board of Directors at the first meeting after October 1 and February 15. This process should in no way inhibit the joint committee from presenting a plan to the Superintendent sooner, nor shall it prohibit the Superintendent from taking action prior to meeting with the committee.
ARTICLE 25
GRANT WRITING PROTOCOLS

The Association and District value Member driven initiatives in finding grant monies. Any cost of coursework or training the association member may incur in relation to grant writing will be reimbursable through Article 23.

A. A member interested in applying for a grant, will present a proposal to their building Principal or Supervisor. The content of the proposal will include the purpose, rational, and relevancy to the school or district improvement plan. Once mutually agreed upon, the Principal or Supervisor and Member may present the proposal to the Superintendent should they need additional District resources.

B. The grant writing person or team will receive one-half of the administrative costs (indirect costs) billed to the grant. Stipend(s) paid and all associated payroll costs shall not exceed one-half of the administrative costs (indirect costs). If the team writes the grant, the team will inform the District how one half of the administrative (indirect) costs billed to the grant will be distributed among the team. This provides the grant writer(s) with incentive for their time.

C. Specifically excluded from this provision are all Title grants that routinely fund programs, i.e., consolidated plan grants, special education, title funds, block grants, etc.
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This schedule increased 2.75% from 2018-19 schedule

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This schedule increased 2.75% from 2019-20 schedule
### Co-Curricular Salary Schedule

**Appendix B**

**2019-20**

**APPENDIX B**

**EXTRA-CURRICULAR SALARY SCHEDULE FOR 2019-20**

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<td>Head Cross-Country</td>
<td>Teacher-in-Charge</td>
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<td>Head Soccer</td>
<td>Assistant Wrestling</td>
<td>Asst. Comp/Cheer</td>
<td>Band and/or Vocal (All levels)</td>
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<tr>
<td>Performance Band</td>
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<td>$3,871</td>
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<td>$6,130</td>
<td>$4,065</td>
<td>$1,799</td>
<td>$1,133</td>
<td>$2,932</td>
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</tbody>
</table>

*Consecutive years of previous experience with this same position at the same school.

1. The number of assistant coaches to be hired will be the judgment of the school's Athletic Director and Principal. This will be based on the number of active participants in the program.
2. The school's Athletic Director and Principal may place a coach on any step they feel is appropriate, given that coach's prior experience.
3. Coaching/Advisor contracts are one-year contracts. Coaches may be terminated without cause.
4. Fall Sports - September-October-November pay dates
5. Winter Sports - December-January-February pay dates
6. Spring Sports - March-April-May pay dates
7. The above positions are duties that regularly extend above and beyond the classroom or regular work day.
8. The school district may pro-rate stipends based on criteria.
9. Positions are yearly positions with the exception of Activities Coordinator which will be by season.
10. A bonus of 9% of Step 1 for that activity will be awarded to the head coach/advisor for competition that goes beyond the recognized "normal" season for activities that require successful completion in order to participate in the extended season. The athletic director or principal must submit a PD40/50.
11. To be considered a salaried activity, the building principal must approve that activity as a salaried position under the building co-curricular or discretionary budget.
12. A 5% increase between steps, except for Steps 3-4, and Steps 4-5 at 2.5%.
13. Pay the ODS school level coordinator (if the program is school-level developed).5 (.00978) of the Column E stipend equaling $433.50
14. Pay the ODS teachers who stay overnight $100 for each night stayed.
# Co-Curricular Salary Schedule

**Appendix B**  
2020-21

## Extra-Curricular Salary Schedule for 2020-2021

<table>
<thead>
<tr>
<th>Column A</th>
<th>Column B</th>
<th>Column C</th>
<th>Column D</th>
<th>Column E</th>
<th>Column F</th>
<th>Column G</th>
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<tbody>
<tr>
<td>Activities</td>
<td>Head Football</td>
<td>Head Cross-Country</td>
<td>Teacher-in-Charge</td>
<td>Newspaper (MS)</td>
<td>Approved Head MS</td>
<td>Approved Asst MS</td>
</tr>
<tr>
<td>Coordinator</td>
<td>Head Volleyball</td>
<td>Head Golf</td>
<td>Newspaper (HS)</td>
<td>Annual (MS)</td>
<td>Athletic Coaches</td>
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<td>Head Basketball</td>
<td>Head Swimming</td>
<td>Annual (HS)</td>
<td>Student Council (MS)</td>
<td></td>
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<td>Head Wrestling</td>
<td>Dance/Drill Team</td>
<td>Student Council (HS)</td>
<td>Intramural Coordinator (MS)</td>
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<td></td>
<td>Head Baseball</td>
<td>Assistant Football</td>
<td>Rally Advisor (season)</td>
<td>Assessment Coordinator</td>
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<tr>
<td></td>
<td>Head Softball</td>
<td>Assistant Volleyball</td>
<td>Drama (MS)</td>
<td>Webmaster or Tech Rep</td>
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<tr>
<td></td>
<td>Head Track</td>
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<td>Asst. Cross Country</td>
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<td>Assistant Baseball</td>
<td>Assistant Golf</td>
<td>Band - only (MS)</td>
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<td></td>
<td>Assistant Soccer</td>
<td>Assistant Swim</td>
<td>Vocal Music - only</td>
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<td></td>
<td>Assistant Softball</td>
<td>Culinary Arts</td>
<td>Jazz Band</td>
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<tr>
<td></td>
<td>Assistant Track</td>
<td>Band - only (HS)</td>
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<td></td>
<td>Comp/Cheerleading</td>
<td>Marching Band</td>
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<td></td>
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<td></td>
</tr>
<tr>
<td>Drama (HS)</td>
<td>Performance Vocal</td>
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</tbody>
</table>

**Base**  

<table>
<thead>
<tr>
<th>Base percent</th>
<th>$46,599</th>
<th>$5,361</th>
<th>$5,629</th>
<th>$5,770</th>
<th>$6,914</th>
<th>$6,210</th>
<th>$6,820</th>
<th>$6,846</th>
</tr>
</thead>
<tbody>
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<td>0.04027</td>
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</tbody>
</table>

**Step**  

1. $5,361  
2. $5,629  
3. $5,770  
4. $6,914  
5. $6,210  
6. $6,820  
7. $6,846  

**Notes:**  

1. The number of assistant coaches to be hired will be the judgment of the school's Athletic Director and Principal. This will be based on the number of active participants in the program.  
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7. Positions are yearly positions with the exception of Activities Coordinator which will be by season.  
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10. A 5% increase between steps, except for Steps 3-4, and Steps 4-5 at 2.5%  
11. Pay the ODS school level coordinator (if the program is school-level developed). $0.00978 of the Column E stipend equating $455.50  
12. Pay the ODS teachers who stay overnight $100 for each night stayed.
IN WITNESS WHEREOF, the Association has caused this Agreement to be signed by its President and Negotiations Chairperson and the Board has caused this Agreement to be signed by its Board Chairperson, attested by its Superintendent.

LINCOLN COUNTY EDUCATION ASSOCIATION
By
President

LINCOLN COUNTY SCHOOL DISTRICT
By
Board Chairperson

By
Negotiations Chairperson

For the Association:

For the District:

Date

Date

10/15/19

10/15/19

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