

REA Mediation Package Proposal  
May 26, 2012 1:10am

5:50

*Lisa Griffith Chandler*  
5-26-12

Article 3 Miscellaneous

Current Contract

Article 5 Employee Rights

*M. Dalpeles*  
5-26-12

Article 5  
Employee Rights

**A. Organizing**

Members of the bargaining unit for which the Association is the exclusive representative have the right to form, join and participate in the activities of labor organizations of their own choosing for the purpose of representation in collective bargaining with their public employer in matters concerning employment relations. No District representative shall interfere with or take reprisals against any member for exercising these rights.

**B. Conformance with Law**

Nothing contained herein shall be construed to deny any employee his/her rights under the Constitution and Laws of the United States and the State of Oregon.

**C. Required Meetings or Hearings**

Whenever any employee is required to appear before a building supervisor, Superintendent, Board, or any member thereof, for an interview which may lead to demotion, suspension or dismissal, then the employee shall be given prior written notice of the reason(s) for such a meeting and shall be entitled to have present a representative of his/her choosing.

**D. Evaluation of Pupils**

1. The teacher or licensed employee shall maintain responsibility to determine grades and other evaluations of students. No grade or evaluation shall be changed without discussion with the teacher or licensed employee and the approval of the Superintendent of the District. The teacher or licensed employee shall be notified in writing if a grade or evaluation is changed.
2. Tasks defined under OAR 584-036-0011 for licensed teachers include:
  - a. planning instruction;

REA Mediation Package Proposal  
May 26, 2012 1:10am

This is a package proposal. If not accepted, REA retains the right to return to previous positions.

- LMC  
5/26/12
- PAO
- b. establishing a classroom climate conducive to learning;
  - c. implementing plans for instruction;
  - d. evaluating student achievement; and
  - e. directing instructional assistants.

Therefore, teachers may use paraprofessionals instructionally only to provide instructional assistance under the direct supervision of the licensed teacher and not as a substitute for the licensed teacher.

#### E. Just Cause

No teacher in the bargaining unit shall be disciplined, reprimanded or reduced in basic salary without just cause. All information forming the basis for disciplinary action will be made available to the teacher and the Association at the teacher's request. Any violation of this provision may be used as a basis for a grievance.

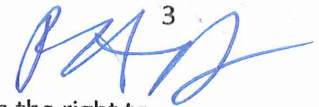
However, this Article does not apply to the dismissal of permanent or probationary teachers or the non-renewal of probationary teachers' contracts (such matters are excluded because they are governed by the Fair Dismissal Law), nor does it apply to assignment to or retention in Extended Responsibility assignments. If a teacher is to be disciplined or given a reprimand by any member of the administration, s/he will be given prior written notice of the subject(s) for such a meeting and shall be entitled to have a representative of the Association present.

#### F. Due Process

No permanent teacher shall be dismissed and no probationary teacher shall be discharged, removed from employment, or non-renewed without due process. Due process for the purpose of this article is defined as:

1. The employee will be told the reasons and given the information forming the basis for such action prior to any final action.
2. The employee will have the opportunity to respond to the charges.
3. The employee will have an opportunity to discuss the matter with his/her supervisor.
4. Upon request, the employee shall be allowed to meet informally with the Board, prior to any final action, at which time the Board shall discuss the reasons for such action(s).

LMC 5/26/12

3  


5. The employee shall have the right of representation. The employee will have the right to appeal only the procedure of paragraph F through the grievance procedure of this Agreement.

**G. Professional Communication**

Administrative criticism of an employee shall be appropriately private and delivered in a professional and respectful manner. Any grievance regarding administrative criticism may proceed through Level Three and end there.

**H. Procedures and Timelines for Evaluation**

1. Declaration of Intent

The purpose of the evaluation procedure is to improve instruction, encourage individual growth and assure that all teachers are performing at an acceptable level.

- a. Evaluation of probationary teachers shall be done on the required state form and shall be based upon individual goals and District Performance Standards.
- b. Permanent teacher evaluations shall be done on the required state form and the Goals Assessment sheet and shall be based upon District Performance Standards and/or individual goals.
- c. The evaluator shall cite all observable substandard areas in terms of District Performance Standards.
- d. Recognizing that the Association and the District have developed and agreed to the evaluation cycles and procedures (sections 2 and 3), any adjustments in Board policy or administrative procedure related to the Professional Development Plan shall require the participation and agreement of both parties.

2. Evaluation Cycles

a. Probationary

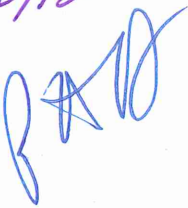
All probationary teachers shall be on a one year cycle.

b. Permanent

The length of the evaluation cycle for permanent teachers may be 1, 2 or 3 years.

i. Determination of length of cycle:

LMC  
5/26/12



The determination of the length of the evaluation cycle for permanent teachers shall be:

- a. established during the goal setting conference.
  - b. based upon the goal(s) selected.
  - c. set by the administration if previous evaluation(s) have indicated the teacher is not meeting district standards.
- ii. Changes in duration of cycle:

It is expected that while teachers on multi-year cycles would only be given a formal evaluation at the completion of that cycle, regular observations (including feedback) would continue.

If during these observations it is established that the teacher is not meeting District standards, it would be appropriate to establish new goals and adjust the length of the cycle.

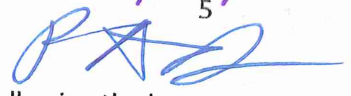
### 3. Evaluation Procedure

The procedure for all teachers covered by this Agreement shall include:

- a. A conference which includes but is not limited to the establishment of performance goals for the teacher based on the job description and performance standards. Said conference shall be held at the beginning of each evaluation cycle. In the case of a teacher employed by the District the previous year, goals suggested by the administrator shall be based upon areas identified for growth in the most recent evaluation. This process may begin at any point subsequent to the completion of the final evaluation. District and/or staff developed building goals may be assigned as individual goals by an administrator if previous evaluations have indicated the teacher is not regularly meeting the(se) goal(s). The goals shall normally be developed jointly by the teacher and administrator. In the event there is disagreement, the goals shall be determined by the Assistant Superintendent.
- b. The minimum number of scheduled observations per cycle for permanent and probationary teachers shall be the number prescribed by Oregon Statute.
- c. At least one observation shall be preceded by a pre-observation conference and a post-observation conference to be held within five (5) working days following the observation. In the event multiple observations are scheduled, the post-

LMC  
5/26/12

5



observation conference shall be held within five (5) working days following the last observation.

- d. The teacher will be provided a written assessment of any observation(s) at a post-observation conference.
- e. Each evaluation cycle shall be completed when a conference is held with the teacher to discuss the teacher's performance, including their goals for the current cycle. Probationary teachers' final yearly evaluation shall be completed five (5) days prior to the regularly scheduled March school board meeting. Permanent teachers' final evaluation shall be completed by May 15 of the final year of their evaluation cycle.
- f. Specialists

One administrator will be assigned as the primary evaluator for any specialists whose assignments include three or more buildings or who are assigned less than half-time to any building. The designated administrator will set the goals with the specialist in coordination with other building administrators and with input from the appropriate supervisor. Observations from all administrators will be turned over to the designated administrator for final evaluation. In the event of conflicting assessments of a shared specialist, the Assistant Superintendent shall be responsible for reconciling the differences. This is not to infer that a composite evaluation will result, but only that all parties shall understand the nature of the difference.

The assignment of the designated administrator will be made by the Executive Director of Human Resources. If the specialist objects to the administrator assigned, s/he must arrange for a conference within three (3) days after receiving notification of the assigned administrator, to request consideration for changing the primary evaluator.

In the event the employee is dissatisfied with the final evaluation, s/he may request a written evaluation from each supervisor.

- g. The Association and the District must agree in advance in order for a TOSA to be involved in the evaluation of licensed staff.

4. Program of Assistance

- a. Procedure for Placement on a Program of Assistance

LMC  
5/26/12  
RWD

- i. A probationary or permanent certified staff member who has been declared as not meeting District standards and/or Oregon State Statutes 342.835, 342.865 may be designated as On Notice on a Program of Assistance.
- ii. Whenever a certified staff member's placement on a Program of Assistance results from substandard classroom performance, a minimum of two written observations shall precede such action at the middle and high school levels. At the elementary level three observations with one written assessment shall precede such action.
- iii. During a conference the administrator shall give the certified employee written notification indicating placement on a Program of Assistance.

\*A copy of the written notification shall be given to the Association President.

- b. Procedure While On Notice on a Program of Assistance
  - i. Not later than ten (10) school days after placement on a Program of Assistance, the evaluator, with the participation of the evaluatee, shall have developed a planned Program of Assistance. This plan shall be reduced to writing on the Program of Assistance form. The completed Program of Assistance shall be reviewed by the Assistant Superintendent or the Executive Director of Human Resources. If there is any disagreement regarding the Plan of Improvement Program of Assistance, it shall be resolved by the Assistant Superintendent or the Executive Director of Human Resources.
  - ii. The Program of Assistance shall include identification of the performance standards not being met, expectations of how performance standards can be met, the procedure for observations, the assistance to be offered (including the opportunity to request outside administrative observations) and timeline for improvement.
  - iii. The Assistant Superintendent or the Executive Director of Human Resources shall be called upon to make an observation followed by a written evaluation and conference, prior to the final resolution.
- c. Procedure for the Resolution of a Program of Assistance Status
  - i. If the staff member has demonstrated compliance with stated recommendations to meet performance standards, as determined by the evaluator, the staff member shall be removed from the Program of Assistance category.

LMC  
5/26/12



- ii. The final written assessment of the Program of Assistance, using the State Teacher Performance Evaluation form, shall include the administrator's recommendation for the resolution of the Program of Assistance status. Upon successful completion of a Program of Assistance, the District shall notify the teacher and the Association of that fact in writing within five (5) working days.
- iii. After the final evaluation has been completed and failure to make satisfactory improvement has been demonstrated, one or more of the following alternatives are available to the evaluator in ascertaining the future employment status of the On Notice staff member: extension (not to be more than one year of a Program of Assistance placement) or, if necessary, termination of services. If a third year probationary employee has failed to be removed from the Program of Assistance by March 1 of that year, the only resolution is termination.
- iv. When a licensed employee has been satisfactorily removed from a Program of Assistance, his/her employment status shall be considered such that no further action shall be deemed appropriate by the evaluator and/or building supervisor which could be construed as additional punitive action regarding that particular Program of Assistance placement.
- v. Any modification to the evaluation process will not take place prior to communication with the authorized Association representative.

5. Application

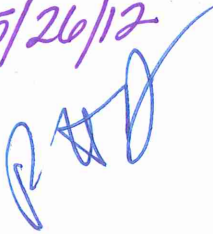
It is understood that only the procedure of Section G will be subject to the grievance procedures of the Agreement. The content of the evaluations will not be subject to the grievance procedure.

6. Representation

The employee shall have the right to representation throughout the Program of Assistance steps of this procedure.

\*Exception-Should a deficiency be noted which is related more to discipline than to classroom performance, the District will initiate progressive disciplinary measures rather than a Program of Assistance. In this case, however, the District will adhere to the just cause and due process provisions in this Article.

7. Redesign of Evaluation Process

LMC  
5/26/12  


A committee will be formed with equal representation from the District and the Association, for the purpose of submitting recommendations for the redesign and implementation of the licensed evaluation process. Recommendations will also include the appropriate use of student performance on tests in the evaluation process in light of standards adopted by the Oregon Department of Education. These recommendations will be submitted no later than January 31, 2013, to both the District and the Association for consideration. In accordance with Section H.1.d, any action regarding these recommendations shall require negotiation by and agreement of both the District and the Association.

**I. Personnel Files**

1. Employees and/or their representatives shall have the right to, upon request and in the presence of an administrator, review the contents of their District personnel file and to receive copies of any documents contained therein.
2. All materials contained in the building working file for evaluation shall, upon the completion of the final yearly certified written evaluation, either be destroyed or transferred to the District personnel file. The above statement is not to be construed to limit the building administrator's right to retain copies of materials.
3. In the event of disciplinary action against an employee, evidence considered during any proceedings shall be, when possible, limited to those allegations supported by statements in the District personnel file of the employee on the date when disciplinary action is initiated. This limitation shall not apply to evidence gathered by agencies outside the District's jurisdiction.
4. No material that could be construed as negative will be placed in the District personnel file unless the employee has had an opportunity to review the material. The employee will acknowledge that s/he has had an opportunity to review such material by offering his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with contents thereof. The employee shall have the right to submit a written response to such materials which will be reviewed by the Executive Director of Human Resources and attached to the file copy.
5. Any statements by any district employee placed in an employee's file(s) shall be certified as true and accurate, under penalty of perjury to the best knowledge of the signer.
6. Access to an employee's personnel file shall be limited to persons who have a valid need to inspect the file for purposes related to legitimate District interests and who have obtained the prior approval of the Executive Director of Human Resources. All persons



LMC  
5/26/12  
9  
RAD

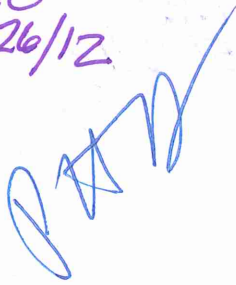
reviewing a personnel file, other than Human Resources personnel, shall indicate such review by entering their name, position, and the date on a log kept in each file.

**J. Complaints**

A complaint is negative information received from a third party and conveyed to the administration (or Board) with the intent that the administration take action.

1. Informal Process  
The supervisor will encourage the complainant to meet with the employee and discuss the complaint. The administrator will confer with the member and/or the complainant in order to resolve the complaint.
2. Formal Process  
If the complaint is not resolved through informal discussion with the administrator, and the complaint might result in a negative evaluation, discipline or placement in the personnel file, the following procedure will apply:
  - a. An employee shall be informed in writing of the complaint.
  - b. The building principal or his/her designee shall meet with the employee to discuss the complaint. The member will receive a copy of the complaint at or before this meeting.
  - c. The meeting shall occur within ten (10) working days of receipt of the complaint if both parties are available or as soon thereafter as possible.
  - d. Before a written complaint is placed in an employee's personnel file, the District shall investigate the complaint and determine the complaint's validity. The results of the investigation indicating the area(s) of the written complaint found to be valid or invalid shall be reduced to writing and attached to the complaint
  - e. If the complaint is placed in the employee's personnel file it shall include at least the following information: name of the employee against whom the complaint is made, the date and nature of the complaint, signature of the complainant, and the statement of validity. The employee shall have the right to attach a written response to the complaint.
  - f. The District will notify the employee of the disposition of the complaint in a timely manner.
3. General Provisions (These apply to both informal and formal processes.)

LMC  
5/26/12



- a. Oral, unsigned or anonymous complaints shall not be:
  - i. used by the district as a basis for discipline
  - ii. reflected in the teacher's evaluation or personnel file
  - iii. reduced to writing by any district administrator.
- b. When investigating oral, unsigned or anonymous complaints, the District may only use independently corroborated evidence for discipline or evaluation purposes.
- c. Any party involved in the complaint process shall be assured freedom from criticism, discrimination, or reprisal in processing a complaint.
- d. The employee shall have the right to Association representation of his/her choice in any meeting involving a complaint.

**K. Final Evaluation**

Final written evaluation of an employee upon termination of his/her employment will be mailed to the employee upon completion.

**L. Personal Life**

The personal life of a teacher is not an appropriate concern of the District unless it interferes with the teacher's contractual responsibilities. The personal property of teachers shall not be subject to search by any district representative without a search warrant or prior approval of the teacher, except in cases where there is reasonable suspicion of imminent danger to students, or facilities.

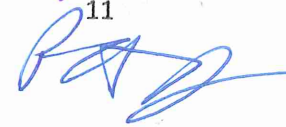
**M. Workplace and Environmental Safety**

The District will comply with State and Federal laws and regulations pertaining to environmental concerns, workplace safety and a healthful working environment.

Teachers who notice unsafe or hazardous conditions in their work environment may report such conditions on the Safety Input Form. A copy of the form will be returned within 2 weeks to the teacher with written information regarding the District's response. Should an environmental hazard(s) be discovered during the District's investigation of the information on the Safety Input Form, bargaining unit members who work at the worksite will be notified of the hazard. In addition, when an environmental investigation is conducted, any written report will be made available at the worksite.

LMC  
5/26/12

11



N. The District acknowledges that it is subject to various state and federal laws relating to discrimination based on age, race, religion, sex, marital status, national origin, sexual orientation, disability, union activity or membership or non-membership in the Association.

The parties agree to encourage individuals who claim discrimination issues to use whatever currently existing procedures under the law or Board policy exist to redress these issues.

O. Any attempt to use student performance data for evaluation purposes and transfers shall take into consideration all of the following:

1. multiple measures of teacher effectiveness based on widely accepted standards of teaching that encompass a range of appropriate teaching behaviors,

2. the use of multiple evaluation methods,

3. evidence of student academic growth and learning based on multiple measures of student progress.

Student performance on tests shall not serve as a basis for disciplinary action.

#### P. Teaching Materials

If the District is unable, for any reason, to provide the materials, equipment and/or training necessary for implementing a District program, the District will not hold members accountable for implementation of that program. The District determines what materials, equipment and/or training are necessary to implement a District program.

## **Article 7 Employee Work Year**

### **Article 7 Employee Work Year**

#### **A. Standard Contract**

The standard contract year for employees who have been previously employed in the District shall be one hundred eighty six (186) days. The standard contract year for new employees shall be one hundred eighty seven (187) days. Total instructional hours shall not exceed 101.714% (178/175) of the hours required by the state at any level. All days counted by the District toward the state required hours shall be counted toward the instructional hours total. ~~For 2010-11 school year the parties will abide by the 8-10-10 MOU. The total instructional hours percentage will not be considered part of status quo for the contract ending June 30, 2011.~~

#### **B. Distribution of Contract**

REA Mediation Package Proposal  
May 26, 2012 1:10am

This is a package proposal. If not accepted, REA retains the right to return to previous positions.

LMC  
5/26/12

The one-hundred-eighty six (186) day contract period shall consist of:

1. 172 – Pupil Instruction days

These days shall include conference days that are counted toward the total state required instructional hours.

2. ~~4~~ 3- Pupil instruction days and /or ~~state allowed inservice~~ staff development days as determined by the school board. If the District schedules conferences, then 1 of these days shall be designated as a conference preparation day.

3. ~~1~~ Staff development days (K-6)

~~2~~ 4- Staff development days (7-12)

~~These days are to be scheduled as inservice days but may be shifted to pupil instruction days if necessary to meet the state requirements as a result of emergency closure. These days will be planned by the administration after input from staff and need not be scheduled in such a way as to qualify as student contact days under state guidelines.~~

4. ~~1~~ - Portfolio or Designated Mid-Year Planning Day (K-12)

~~Teachers with portfolio requirements will use this day to fulfill the portfolio obligations. Each teacher will determine the specific portfolio requirements they will work on. Teachers with no portfolio requirements shall be given job related tasks or inservice, as assigned by the building administrator or District administration. For 2010-2011, this day would be scheduled as a mid-year work day with up to 4 hours being reserved for data analysis teams to recalibrate instruction.~~

- ~~5. 1~~ Portfolio work day (K-6) For 2010-2011, this day would be scheduled as either an inservice day or a conference prep day should the district require spring conferences. For the 2010-2011 school year, the District has agreed to not require paper portfolios.

5. ~~2~~ 1- Fall pre-instructional work days\*

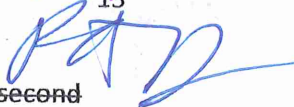
This day is to be used by members to prepare classrooms, materials, and lessons. There shall be no required District and/or building staff meetings on this day.

6. ~~1~~ - Pre/post instructional day ~~to be determined when the calendar is developed on a building by building basis.\*\*~~

7. ~~4~~ -Pupil evaluation and/or course development days\*\*

LMC  
5/26/12

13



~~\*No more than one day shall be devoted to District and building meetings. The second day shall be utilized for teacher preparation.~~

\*\*There shall be no required District and/or building staff meetings or duties on these days unless they have been mutually scheduled with the Association. These days are to be member directed and utilized by members to grade/evaluate student work, enter/analyze data, prepare materials and/or lessons and/or voluntarily meet with other members to collaborate.

**C. Calendar Development**

Prior to winter break, the calendar committee, including at least three members appointed by the Association shall establish the employee work year calendars, including the first and last employee contract days and the dates for winter and spring breaks for the following year. The Board shall take action on these dates in the month of February.

The proposed calendars, including instructional, grading, inservice and conference days, shall be given to the Association by April 1, of each year for the purpose of identifying negotiated days and receiving Association recommendations regarding non-negotiated days. The Association shall have at least two (2) weeks to review the calendars prior to adoption by the board.

Calendars for any alternative programs and calendars that operate beyond the regular school year shall be developed with staff involvement and be reviewed by the Association.

**D. State Inservice Day**

The State Inservice Day shall be a non-contract day. Any teacher directed in writing to attend a conference or workshop, or required to work by an administrator will be compensated in accordance with Article 22(d).

~~E. The District and Association will collaborate to form a committee charged with investigating the issues raised during bargaining that pertain to Articles 7 and 9. The committee will report its findings to the District and the Association by January 31, 2011.~~

Early release and/or late arrival days for students may be designated by the District. These will be used for the purposes of staff development or training. The Administration and the Association will collaborate to plan the priorities, content and scheduling of these days. On early release days, any planned activities will not start until twenty (20) minutes after student dismissal. On late arrival days, any planned activities will end fifteen (15) minutes prior to the start of school.

LMC  
5/26/12

Article 9 Teaching Hours

Article 9  
Teaching Hours

A. Length of Workday

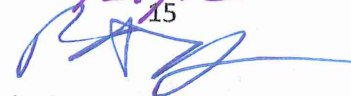
The workday for full-time employees shall be eight (8) hours Monday through Thursday and seven and one-half (7½) hours Friday.

1. Individual school hours for classroom teachers may be adjusted to accommodate needs, including required instructional hours, as determined by the building administrator with input from the building employees.
2. Specialists' hours may be adjusted to accommodate needs, including required instructional hours, as determined by the building administrator with input from the department supervisor and the specialist.
3. Individual teachers may establish flexible work schedules by meeting with the building administrator.
4. Individual school hours may be adjusted to accommodate schedule changes (e.g. early release/late start) provided such adjustments are consistent with the contract and approved by the District and the Association.
5. ~~The Association and District shall meet yearly to review transportation requirements.~~

B. Non-Pupil Contact Time

The employee work-day schedule shall include:

1. Duty free lunch at all levels—minimum of a continuous thirty (30) minutes uninterrupted, plus passing time ~~not to exceed~~ of at least five (5) minutes.
2. Preparation time:  
Preparation time will be given in continuous, uninterrupted minutes with the exception of an emergency or an unavoidable interruption. Use of this time for preparation shall be determined by the teacher, ~~with the exception of an emergency or an unavoidable interruption.~~  
~~Kindergarten—at least two (2) thirty (30) minute sections per day\*\*.~~  
Elementary Specialists and grades K-5—five (5) hours per week (in sections of no less than thirty [30] minutes). Five of the thirty (30) minute sections shall fall within normal instructional time such as when students are released for PE, library, music or other scheduled programs. Representatives from the District and the Association will work together to resolve site-specific concerns about quality of program, consistency of program and preparation time.  
~~Grades 1-5—sixty (60) minutes per day average. The District will, whenever possible, include no less than nine (9) thirty (30) minute sections per week or one (1) forty five (45) minute period per day\*\*.~~

CMC  
5/26/12  
15  


Grades 6-12 — one class period section per day average for a “traditional” schedule. This period must be within the regularly scheduled classroom instruction time within a building.

Preps for a secondary block schedule (A/B days) shall include one full block (sometimes referred to as a double period) on either the A or B day. On the other day, as much as half of the period may be assigned for other district or school needs (i.e. team prep, student supervision, etc.).

3. Elementary specialists shall have on an average a student contact day no longer than the average student contact day of other intermediate teachers. Elementary specialists who teach prior to or after the normal student contact day shall be given compensatory time within the student contact day. Such time shall count as compensatory non-student contact time only if it is provided in at least thirty (30) minute blocks.
4. ~~Elementary~~ Counselors shall not have extra-duty assignments beyond those duties in the counselor job description or typically assigned to all teachers at their level.
5. Job sharing assignments: The District will endeavor to assign preparation time on a basis that will equalize the teachers’ responsibilities.
6. Initial schedules (including staff start and stop times, student arrival and departure times, teacher transition and relief times, and teacher preparation times) shall be provided to employees prior to the first student contact day of each school year. Each building administrator will be responsible for developing a schedule that ensures that members will be given an opportunity to attend to personal /health needs. This schedule will ensure that members have this opportunity at least once within a four hour period. The Association shall be provided copies of the building schedules by the second week of school.
7. Teachers who assume the responsibility for setting their own schedules or for designing a program must receive District approval each school year for the schedule or program design. And, in these cases, it shall be the individual teacher’s responsibility to build appropriate prep time into their schedule.  
~~\*Must be within the regularly scheduled classroom instruction time within a building.  
\*\*Five of the thirty (30) minute sections shall fall within normal instructional time such as when students are released for PE, library, music or other scheduled programs.  
Representatives from the District and the Association will work together to resolve site-specific concerns about quality program, consistency of program and preparation time.~~

**C. Block courses at high school level (grades 9-12)**

A team block assignment, which includes the teaching of three (3) courses in a core subject area (e.g. English, Social Studies, and Science) and one team prep period, will be classified as .5 FTE.

The teacher accepting this assignment will split team prep time with his or her own personal prep time as per Article 9, section B, number 2 of the contract. It will be up to each individual team in coordination with their administrator as to how this will work.

This is unique to the high school (grades 9-12) and any changes proposed by the District to the middle or elementary levels must first be negotiated with the Association.

**D. Number of Preparations**

The District shall, whenever possible, without having to mis-assign a teacher or reduce a teacher's contracted number of periods, assign middle school and high school teachers to no more than three (3) different subject preparations.

A subject is defined as a specific course which requires a curriculum designed to meet the needs of the students enrolled in that class (i.e. English 9, English 11 and English 12 at the high school level and Advanced Math 7, General Math 7 and Remedial Math 7 at the middle school level).

The District will only consider scheduling a teacher for more than three subject preparations after other reasonable options have been exhausted.

Whenever a teacher is scheduled to be assigned more than three preparations, he/she may request a meeting with the Executive Director of Human Resources, the principal and the Association for preview, input and discussion prior to the assignment.

**E. Parent Teacher Conferences**


1. The time, provided for conferences within the work day, shall be sufficient to allow the teacher to meet the district conferencing requirements based on class size. It is not intended that conference preparation time should be used for conferencing. Specific hours may vary according to individual parent/teacher requests with approval of the building administrators. Affected teachers may then schedule comp time within their conference week.
2. The building administrator may require teachers to extend regular hours for up to four (4) hours during conference weeks for the purpose of conferences. Specific hours may vary according to individual parent/teacher requests. Affected teachers may then schedule comp time within their conference week.

**F. Meetings**

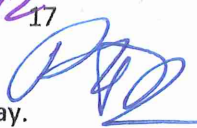
1. It is intended that all building meetings shall be scheduled within the work day but shall not infringe on preparation time as designated by the schedule set forth in Section B.2 of this article.
2. Individual building hours may be adjusted to hold building staff meetings as long as such adjustment stays within the parameters set forth in Section A or F of this article. Any adjustments in time schedules shall be made by the building administrator with input from the employees.

**G. Compensatory Time**

1. Compensatory time shall, upon employee request, be arranged in the amount of time equal to the amount spent for any of the following

LAC  
5/26/12  




LMC  
5/26/12<sup>17</sup>  


- a. Any District and/or building responsibility scheduled beyond the normal work day.
  - b. Whenever an employee is given additional supervisory responsibilities within the work day, beyond his/her regular assignment unless resulting from a personal emergency.
- 2. Employees will notify the administrator in a timely manner when compensatory time is being used or accrued.
  - 3. When employees participate in meetings beyond the normal work day, the administrator shall make every effort to arrange adequate opportunities for compensatory time. If the teacher feels the arrangements for providing comp time are not adequate, s/he may request they be reviewed by the district office.
  - 4. Compensatory time is not expected to be taken within the regular teacher-pupil contact period (i.e., during regularly assigned classes which might create the need for a substitute), or during designated preparation periods.
  - 5. All employees may be required by their building administrators to return for after-school activities up to three (3) times per school year without compensatory time. It is understood that employees may be required to return for more than three (3) after-school activities. In such cases, compensatory time shall be provided in accordance with section F of this article.

Employees who work less than full-time shall receive compensatory time for after school activities in excess of their FTE x 3. Paid extra duty activities are excluded from the provisions of this section.

- 6. In the event a teacher is required by an administrator to participate in a meeting for which compensatory time cannot be arranged, the teacher shall be paid in accordance with extra duty schedule Article 22.L. This does not apply to Article 9.F.5 (required 3 days).

**H. Release Time for Wellness Activities**

Where district employees have an established wellness plan, up to thirty (30) minutes a week may be used for this purpose, provided the time is after contact time with students and it does not interfere in any way with job functions (i.e., schedules, meetings, duty assignments, etc.).

**I. State and Federal Requirements**

The Association may request meetings for the purpose of being updated on new or additional state or federal requirements.

The purpose of the meetings shall be twofold:

- 1. For the District to identify for the Association the essence and impact of the requirements, and
- 2. For the Association to have opportunity to make known any concerns impacting their members and to relay to the District recommendations regarding these concerns.

~~J. The District and the Association will collaborate to form a committee charged with investigating the issues raised during bargaining that pertain to Articles 7 and 9. The committee will report its findings to the District and the Association by January 31, 2011.~~

LMC  
5/26/12

Article 13 Academic Freedom      Current Contract

Article 14 Paid Leaves of Absence

Article 14

Paid Leaves of Absence

Types of Leaves


Employees shall be entitled to the following leaves of absences with full pay each school year:

**A. Emergency**

1. Employees shall be granted emergency leave with full pay in an amount up to three (3) days per year over the course of this Agreement, usable in not less than one-half (½) day portions. However, no employee may use more than five (5) days in any one (1) year without approval of the Superintendent. Applications shall be submitted to the building principal or immediate supervisor of the employee. These days are not intended to extend any vacation or holidays.

This leave may be granted for the following reasons:

- a. serious illness or serious injury to a party in the employee's immediate family\*
  - b. Major family events (such as but not limited to, graduation, wedding, birth, return from overseas military deployment)
  - c. serious household emergencies (any emergency which cannot be cared for outside of the regular work day)
  - d. funerals for close friends
  - e. personal emergency. A maximum of one day per year may be granted in the event of an emergency of a confidential nature. However, the employee must indicate the general category of the personal emergency on the appropriate request leave form.
  - f. family responsibilities that cannot be handled outside the workday.
2. Requests for emergency leave should be made at least five (5) days in advance when such action is feasible. Absences made necessary for emergencies may be approved if

LMC  
5/26/12  
19  


application is made immediately (within three [3] school days) upon return to service. All denials will be reviewed automatically by the Superintendent or designee.

3. An additional three (3) days may be approved by the Superintendent or designee.
4. Other days missed because of emergencies will be non-paid subject to provisions 1 and 2 above. The exception to this shall be religious obligations which cannot be satisfied outside of the regular workday. These shall be considered under section A.1. of this article.

Immediate family shall include the employee's spouse, father, mother, son, daughter, brother, sister, grandparents, grandchildren, step-parents, aunts, uncles, nieces, nephews, in-laws and/or persons sharing a close personal relationship that includes a responsibility for common welfare.

**B. Cost of Substitute Leave**

Each full-time employee is entitled to two (2) days per year for which the cost of the substitute is deducted from his/her salary. These days may be used for personal or professional needs that cannot be taken care of outside the regular work day. In situations where the district feels it is warranted, additional cost of substitute days will be considered if such leave does not unduly disrupt the district's educational program.

**C. Sick Leave**

Employees who are absent because of personal illness or injury or pregnancy or to care for an ill or injured member of the immediate family shall receive compensation on account of sickness during such absence in accordance with the following provisions:

1. All employees working on 186 or 187 day contracts shall be granted ten (10) days sick leave during each school year, employees working 210-day contracts receive eleven (11) days and those on 230-day contracts, twelve (12). Such sick leave shall be credited to said employees on the first school day of the fall semester. In case of employees who begin service after commencement of the school year, sick leave days shall be credited on the first day of employment and shall be prorated.
2. Sick leave days shall accumulate on an unlimited basis.
3. An employee who has accumulated sick leave during employment in another Oregon school district, and who was so employed during the preceding year, shall, upon proper verification be allowed to transfer into this District, the number of sick leave days so accumulated, as allowed by Oregon Statute.

- LMC  
5/26/12  
[Signature]
4. With the May paycheck each employee shall be given a written accounting of his/her accumulated sick leave.
  5. Verification—a grant of sick leave in excess of five (5) consecutive days may be verified by a written statement from the employee's attending physician or practitioner that injury or illness prevents the individual from work if requested by the superintendent or designee. If the absence is extended over successive pay periods, these verifications must be submitted regularly each month or worded in such a way by the physician as to indicate the length of absence.

All medical records, including verification provided to the district, shall be confidential.

~~Illness of less than five (5) days' duration may require verification if requested by the principal or Superintendent.~~

6. Unused accumulated sick leave will be able to be applied to the individual's retirement formula if allowed by Oregon Revised Statutes.
7. Cancellation—it is understood that all sick leave benefits are immediately and automatically canceled upon termination of employment by resignation or discharge by the District and no payment for unused accumulated sick leave is due.
8. Any employee who has used all accrued sick leave and any available sick leave from a sick leave bank, and is unable to return to work immediately following the exhaustion of such sick leave shall be granted an unpaid medical leave for the remainder of the school year or for a period to be specified by the employee and his/her physician but in no case for more than the balance of the school year.

#### **D. Legal Proceedings**

Any employee summoned to serve on a jury or subpoenaed to appear at a legal proceeding shall be granted paid leave of absence for the duration. No paid leave of absence shall be granted in a case brought by the employee against the District. In a case initiated by the employee for the purpose of promoting the employee's business interests, such leave shall be considered under the provisions of Article 14, A. Any fee the employee receives for service, excluding money received for expenses for either jury duty or court appearances, shall be remitted to the District.

#### **E. Injury on Duty**

Absence due to a compensable injury as defined in ORS 656.005 (7) (a) and incurred in the course of the employee's employment shall not be charged totally against the employee's sick leave days. The District shall pay to such employee the difference between his/her regular salary

LMC  
5/26/12

21  
PAA

and the benefits received by him/her under the Oregon Workmen's Compensation Law and applied against sick leave on a pro-rated basis of the employee's salary. The District's obligation ends when the employee's sick leave days are exhausted.

**F. Military Leave**

In accordance with ORS 408.290, any employee who has been employed by the District for a period of six (6) months or more is entitled to a leave of absence from duties for military duty for a period of time not to exceed fifteen (15) days in any one calendar year without loss of time, pay, or regular leave. An employee shall notify the District of the dates of military leave within ten (10) days after receipt of military call-up orders or if a specific request is made by the employee within ten (10) days following the request.

**G. Extra Duty Assignments**

District employees shall not be required to use personal leave days when participating in normal and expected activities associated with District approved extra duty assignments, clubs or competitions.

**H. Bereavement**

In the event that all 3 emergency days have been utilized, district employees shall be allowed up to (3) days of absence with pay per occurrence for a death in the immediate family, as defined in Article 14, J A-4.

I. At the discretion of the Superintendent or designee, leaves may be extended.

J. For the purposes of this article, immediate family shall include the employee's spouse, father, mother, son, daughter, brother, sister, grandparents, grandchildren, step-parents, aunts, uncles, nieces, nephews, in-laws and/or persons sharing a close personal relationship that includes a responsibility for common welfare.

**Article 18 Student Discipline**

**Article 18  
Student Discipline**

**A. Disruptive Students**

1. When, in the judgment of a teacher, a student is by his/her behavior disrupting the instructional program to the detriment of other students, the teacher may send the student to an administrator or designee. If requested by the teacher, communication shall occur between the administrator or his/her designee and the

teacher before the student is authorized to return to class. If deemed necessary, the administrator may involve a parent in the conference.

2. As soon as possible, but not later than the conclusion of the following school day, the referring teacher shall submit a written report including a statement of the facts and a summary of conditions which led to the referral and steps taken by the teacher to remedy the situation.
3. Where the principal and teacher concur, a student may be detained for a set period of time before returning to the classroom.
4. All teachers shall be provided with a copy of the building discipline codes and the District's policy on student discipline will be posted on the District's website and listed in each building's staff handbook.
5. In order to ensure classroom safety, members who teach or supervise students have a need to know relevant information, as allowed by law, regarding disruptive students or students who potentially pose a danger to themselves or others. ~~A District-wide committee will work to develop procedures (including a definition of "relevant information") and shall complete its work by December 15, 2006. These procedures shall be in compliance with district policy and state law, and will be implemented no later than ninety (90) days from their completion date. The committee shall meet once per year or as necessary thereafter to review the process.~~

By September 1, 2012, the District shall develop procedures to disseminate information as allowed by law to members assigned to work with or supervise such students as soon as the District is made aware of such situations. The Building Representative and Association President will be provided with a copy of the procedures.

**B. Building Discipline Policies**

All building discipline procedures shall be those outlined in the District Student Conduct Code. Building level procedures shall include any necessary procedures for implementing the District policy and shall be reviewed annually at the building level. Additionally, the building or District procedures shall include: feedback to appropriate teachers on disciplinary actions; staff procedures for dealing with discipline; and methods for informing teachers of students who present safety/behavioral concerns.

**C. Building Discipline Inservice**

The District shall, on an on-going basis, provide appropriate inservice or training on discipline topics, including legal issues surrounding student discipline and methods for intervening in crisis situations. The District will also provide training for case managers

LUC  
5/26/12

RAN

LMC  
5/26/12<sup>23</sup>  
*[Signature]*

and counselors regarding behavior plans under IDEA/Section 504 and when information may be shared with staff.

**Article 22**

**Employee Compensation**

**A. Salaries**

The basic salaries for the 2011-2012, 2012-2013, and 2013-2014 ~~2009-2010 and 2010-2011~~ school years shall be set forth in Appendix A ~~and Appendix B~~. The salary index appears in Appendix B.

~~The increases shall include the following:~~

The ~~2009-2010~~ 2011-2012 salary *schedule* will remain the same as 2010-2011.

Effective July 1, 2012, the 2011-2012 base salary shall increase by 1%.

Effective on the 94<sup>th</sup> contract day, an additional 1% will be added to the base.

Effective July 1, 2013, the 2012-13 base salary shall increase by 2% if the following parameters are met:

If the General Ending Fund Balance for 2012-13 as verified by the annual audit and provided to the REA by January 10<sup>th</sup>, 2014 is more than \$12,000,000. The 2% base salary increase will be paid out in its entirety over the remaining months. The General Ending Fund Balance will not include the fund categories of State and Other Programs, Nutrition Services, Early Retirement, Insurance Reserve, Debt Service, and Capital Projects.

If the General Ending Fund Balance for 2012-13 is less than \$12,000,000, there will be no additional COLA added to the 2012-13 base salary schedule.

~~2010-2011 increase of 1% to take effect on the March paycheck. (This takes affect for half of the workdays in the year.)~~

**B. Credit**

LUC  
5/26/12  
PAT

Any newly elected employee coming into the District will be awarded up to twelve (12) years experience for past licensed teaching experience. Credit above these twelve (12) years, or credit granted for prior and related work experience will be based upon administrative judgment at the time of hiring. The District shall notify the Association when such credit is granted.

Should the State of Oregon allow licensure of employees who have not completed a traditional teacher licensing program, or the hiring of non-licensed employees to fill positions traditionally held by licensed employees, the District and the Association shall meet to establish procedures for salary schedule placement for such employees.

**C. Missed Contract Days**

The penalty for a missed contract day shall be 1/186th of the employee's annual salary unless the non-attendance has the approval of an administrator.

**D. Extended Contract**

Extended contracts shall be paid on a 1/186th prorated basis for those employees working beyond the standard contract year.

Employees doing summer curriculum work shall be paid an hourly rate based on salary schedule A-0 Base pay). All other summer work shall be paid on the basis of the salary schedule in effect at the time the job was contracted, except where by necessity the job extends into the succeeding contract year.

Salary Beyond Contracts—summer work will be computed on the base of an eight hour work day, prorated on the regular daily contracted base salary according to time worked (four hours work = one-half day pay; six hours work = three-fourths day pay).

**E. Hours for Movement**



LMC  
5/26/12  
25



An employee who has completed college work which will advance him/her to another salary schedule column shall furnish evidence thereof prior to September 30, January 15, or April 15, by official transcript or other statement from the registrar of the institution in which the work was done. Transcripts shall be evaluated three times a year and employees shall be able to move on the salary schedule at the appropriate time. The original contract shall be revised upon presentation of proper evidence by any of the three cut-off dates: September 30, January 15, or April 15.

**F. Experience**

One step on the salary schedule is granted for each year's experience. Any employee who is contracted for no less than one hundred thirty-five (135) days shall be credited with a full year's teaching experience. Employees working less than full-time, who otherwise would have gained credit for salary schedule movement, shall not be prohibited from moving as a result of the scheduling of their work hours. For the 2012-2013 school year, the experience step will take effect on the 94<sup>th</sup> contract day. For the 2013-2014 school year, the experience step will take effect on June 29, 2014.

**G. Vertical Movement**

Vertical movement on a salary schedule, when accompanied by horizontal movement to a new column, shall be in accordance with the following:

1. No more than one (1) vertical step shall be granted in any one school year.
2. Employees who have been at the top of a salary schedule for more than one (1) year\*, and who move to a new column in September, shall move over to the new column and up one (1) step. Subsequent vertical movement shall occur each September.
3. Employees who have been at the top of a salary column for more than three (3) years, and who move to a new column in January or April, shall move up one (1) vertical step at the time of the column move. Subsequent vertical movement shall occur each September.

LMC  
5/26/12  
[Handwritten initials and a checkmark]

Employees who have been at the top of a salary schedule for more than one (1) year but less than three (3) years, and who move to a new column in January or April, shall move up one (1) vertical step at the time of the move, but shall not move vertically again until one (1) year from the following September. Subsequent vertical movement shall occur each September thereafter.

\* One (1) year's experience shall be equivalent to 135 or more regular, continuous, contracted days.

#### H. Extended Day

For those employees who teach a class before or after school which is in addition to the contract teaching day, the compensation shall be at the rate of fifteen percent (15%) of the employee's current salary schedule step. For those employees who teach a class during their preparation period, the compensation rate will be sixteen percent (16%) of the employee's current salary schedule step. A "double" preparation period shall be compensated at thirty-two percent (32%).

#### I. Hours for Credit

Hours for credit shall be given as follows:

1. Bachelor's degree—All college credits taken prior to teacher certification based on a bachelor's degree will not be counted beyond the bachelor's degree.
2. Beyond Bachelor's Degree—Only hours required for licensing will be counted for initial salary schedule placement.
3. Master's degree—Only hours subsequent to the master's degree will be considered for placement on the master's plus columns.

LMC  
5/26/12  
27  
RAD

The Executive Director of Human Resources will determine appropriate course work/experience to be credited at the time of placement.

**J. In-District Credit**

The District may grant in-district credit for salary schedule advancement to employees. Credit may be granted for workshops not carrying traditional credit, district committee service, curriculum development and individual programs or projects.

The amount of credit granted shall be equal to one (1) hours credit for ten (10) hours participation. Those requesting in-district credit shall apply to the Assistant Superintendent or Executive Director of Human Resources prior to the commencement of his/her service.

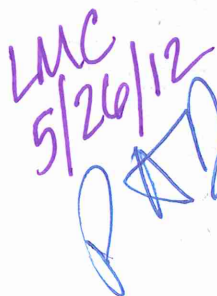
**K. Payment for Extended Responsibilities**

Any payment for extended responsibilities pay shall be prorated over the twelve (12) monthly paychecks unless the extended responsibility pay is for a seasonal type activity (example: football) and then the payment shall be a lump sum paid on the next pay day following the conclusion of the duties for that activity.

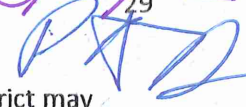
**L. Extra Duty Compensation**

The determination of the number of extended duty compensation positions to be made available each school year, the job content and duration of the positions offered, and the selection and retention of personnel to be offered these extended duty assignments, rests solely with the District. However, should the district change the job content or duration of the positions, the compensation for such positions shall be negotiated with the association.

1. There shall be a three (3) step schedule based on the Bachelor's beginning step, BA plus three years' experience step, and the BA plus six years' experience step.

LMC  
5/26/12  


- a. BA+3 step: This provides for an increase in compensation in the fourth year of coaching a particular activity.
  - b. BA+6 step: Provides a longevity incentive to attract and keep good coaches active in the District programs.
2. The District may grant, at its discretion, up to five (5) years for transfer into the District if the individual has the experience and recommendations to warrant such credit.
  3. In-district coaches may advance on the salary schedule when they accept a more important assignment (e.g., assistant coach to head coach) on the following basis:
    - a. For each two (2) years' experience they will be allowed one (1) year toward salary advancement.
    - b. The same maximum would apply as is allowed for personnel new to the District.
    - c. The only exception to the above would be that no coach will take a cut in salary in moving to the new assignment, as long as that assignment is paid at the higher percentage of the base salary.
  4. It will be the responsibility of the music supervisor and the building principal to evaluate extra-duty assignments.
  5. It is agreed that these evaluations are separate from the teaching evaluations and only where the responsibility is an extension of the teaching assignment (such as music) will the extra-duty evaluation be reflected in the individual teacher's evaluation.

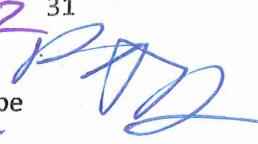
LMC  
5/26/12  
29  


6. In those instances where satisfactory performance is not maintained, the District may terminate the extra duty assignment without a Board hearing provided the unsatisfactory performance has been demonstrated through the evaluation process and the procedure in this Agreement has been followed.
  
7. ~~Coaching~~ Extra duty assignments and supervision shall be handled in the following manner:
  - a. Coaching assignments shall be made by the building administrator after meeting with the head coach and athletic coordinator to review their recommendations.
  
  - b. If any of these parties are dissatisfied with the final extra duty ~~coaching~~ assignments, s/he may request that the Assistant Superintendent or Executive Director of Human Resources review such assignments before they are made final.
  
  - c. ~~Coaching~~ Extra Duty assignments shall be made so as to balance the District articulation needs and the building needs.
  
  - d. Recommendations and assignments shall be based on final evaluation made the preceding year.
  
  - e. It is the responsibility of the building administrator to complete the final evaluation of all extra duty assignments ~~coaches~~. For athletic coaching positions, such evaluations shall reflect the input given by the head coach(s) and athletic coordinator. Input by the head coach(s) and the athletic coordinator(s) shall be given in the area(s) of supervision for which they are responsible.
  
  - f. The head coach at each level shall be responsible for providing input regarding all assistant coaches in his/her sport. The high school head coach shall also be responsible for providing input regarding the middle school head coach. The high

LUC  
5/26/12  
PAO

school head coach may also provide input for the middle school assistant coaches where scheduling makes this practical.

- g. Any head coach or athletic coordinator who feels the final evaluation of a coach does not accurately reflect the input given may request the evaluation be reviewed by the Assistant Superintendent or the Executive Director of Human Resources.
  - h. ~~Coaches~~ Members assigned to an extra duty position shall be made aware of all District and/or building expectations regarding their assignments. Yearly evaluations shall be on the appropriate form and shall be based on these expectations.
  - i. At the point that is determined that a ~~coach~~ member in an extra duty assignment is not meeting District and/or building expectations, s/he shall be informed of the area(s) of deficiency, by the person observing the deficiency, in the meeting with the evaluator. If the deficiency continues, it shall be noted on the final written evaluation.
  - j. If, after a reasonable amount of time, the ~~coach~~ member has not corrected noted deficiencies, s/he may be placed "on notice". "On notice" placement shall be accompanied by a written notification stating the area(s) of deficiency, steps necessary for improvement and a reasonable timeline for improvement.
  - k. A ~~coach~~ member failing to adequately meet District and/or building expectations as outlined in the "on notice" placement may be transferred to a different ~~coaching~~ extra duty position or removed from his/her ~~coaching~~ extra duty position.
8. All ~~personnel~~ members assigned extra duties (for which compensation is paid) shall receive an addendum prior to the commencement of that activity including salary to be paid.

LMC  
5/26/12 31  


9. Salaries for any extra-duty position created during the term of this Agreement shall be negotiated with the Association.
  
10. The Association and the District shall form a joint committee to determine compensation for duties typically assigned to department heads in the past.
  
11. Coaches whose teams advance to post-season playoff games shall have the additional days pro-rated and paid using their current coaching daily rate as the basis for such pay.
  
12. The following stipulations shall apply regarding the formation of clubs at the high school level, and the resultant compensation of high school club advisors:
  - a. All clubs must write a charter and have it approved by the activities administrator.
    - i. The charter must include the following: A mission statement outlining the purpose of the club. The type of activities in which the club will participate. The estimated number of students that will participate in the club. The estimated number of meetings and activities the club will have each year. A schedule of the meeting and activities for the year. An estimated number of contact hours for the year.
    - ii. Initial and continued funding of approved clubs will be based solely on those items listed in section a. above.
  
  - b. By March first of each year the advisor must submit a report of the club's activities for the year to date and an estimate of what the club plans to do for the remainder of the current year.

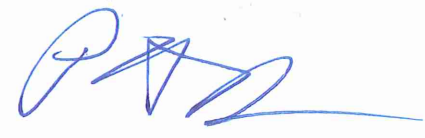
LMC  
5/26/12  
[Signature]

- c. New clubs will be unfunded for the first year of their existence. By March 1, of the first year of existence, the advisor must submit a charter and a report of the current year's activities to the administrator in charge of activities to be considered for approval next year.
- d. Each school year, the administrator in charge of activities and a representative of the Association will determine the funding level of each club based on the information provided in the charters. If an agreement cannot be reached, the advisors of the club(s) in question may appeal to the Executive Director of Human Resources and/or the Assistant Superintendent.
- d. All funding must fall within the amount of money budgeted for this purpose by the District's budget committee.

13. The District and the Association will collaborate to form a committee that shall include members chosen by the Association. The committee will be charged with reviewing Extra Duty Compensation and shall review number of participants, workload, competition/event schedules, and other factors that may affect compensation. The committee shall solicit input from members currently performing extra duties. The committee will report their findings to the District and the Association by January 31, 2013.



LMC  
5/26/12 33



**District**

Wellness Coordinator	5%	Curriculum Committee <sup>1</sup> & Evening School
Compensatory Time		
Rate equal to the hourly rate at the A-0 salary step		Rate equal to the hourly rate at the A-0 salary step

Building Talented and Gifted (TAG) Coordinators	1%	District TAG Coordinator	2%
--	----	--------------------------	----

**High School**

**Baseball**

Head	13%
V Assistant	9%
JV Assistant	8%
Assistant	8%

**Department Head**

(District) Number of people in  
department

1	2%
2 - 4	3%
5 - 7	4%
8+	5%

**Basketball**

Head	16%
V Assistant	10%
Assistant	9%

**Approved Club Adv** 1 - 4%

**Class Advisor<sup>2</sup>**

**Cross Country**

Coed	13%
------	-----

**Drama**

Head 5%, 5%, 7%

LUC  
5/26/12

**Football**

Head	16%
Defensive Coord	11%
V Assistant	10%
JV Assistant	9%

**Three major Performances per year**

(7% for Musical)	
League Duties	2%
Assistant	8%

**Golf**

8%

**Flag team Advisor** 4%

**Dance Team** 8%

**Ski**

8%

**Newspaper** 10%

**Leadership Council** 5%

**Soccer**

Head	11%
Assistant	8%

**Rally**

Fall	3%
Winter	4%

**Softball**

(includes travel to away games)

Head	13%
Assistant	8%

**Mock Trial** 6%

**Swimming**

**Speech**

Head	13%
Assistant	8%

Head	11%
Assistant	8%

LMC  
5/26/12



**Water Polo**  
Head 13%  
Assistant 8%

**Yearbook** 10%  
**Band** 13%  
Musical Drama 6%

**Tennis** 8%

**Track**  
Head 15%  
Assistant 8%

**Orchestra** 3%  
**Vocal** 10%  
Musical Drama 5%

**Wrestling**

**Track**  
Head 15%  
V Assistant 9%  
Assistant 8%

**Volleyball**  
Head 14%  
Assistant 8%

**Stunt Team** 8%

**Leadership/Activity**  
Director 13%

**Hospitality/Tourism** 8%

Food Instructor  
Extra-duty

**Satellite Campus** 10%  
Teacher-In-Charge  
(no campus administrator assigned)

**Assigned Overnight** .3%

*LMC 5/26/12* *PAN*

Trip Supervision per  
(maximum of 15 night  
nights)

**Middle Schools**

**Athletic Coord**

Season 7%  
Year 21%

**Track (coed)**

Head 8%  
Assistant 5%

**Basketball**

Head 7%  
Assistant 5%

**Volleyball**

Head 8%  
Assistant 6%

**Cross Country**

Coed 5%

**Wrestling**

Head 8%  
Assistant 5%

**Football**

Head 11%  
Assistant 8%

**Band**

6%

**Orchestra**

2%

**Student Council<sup>3</sup>**

**Vocal**

5%

**Outdoor School**

3%

**Drama**

5%

LMC  
5/26/12 37



**Team Leader** 5%

**Intramurals**

3%

**Elementary Schools**<sup>4</sup>

**Band** 2%

**Building Testing Coord**

2%

*3% if assigned*

**Orchestra** 2%

**Teacher in Charge**

5%

*to two or more*

**Vocal** 2%

*buildings*

1. Curriculum Committees – In-district credit for service on curriculum committees shall be awarded on the basis of one (1) hour credit for ten (10) hours uncompensated service.
2. Class advisors – An equivalent of 20% shall be provided for the high school to be distributed between class advisors, the number of advisors and the percentage paid to each will be determined by each high school.
3. Student Council – if an employee is required to supervise student council s/he shall receive one (1) period per day to do so.
4. Band, Orchestra and Choir shall be considered interchangeable in terms of credited experience (the stipend is 3% if assigned to two or more buildings).

**M. Early Retirement**

LUC  
5/26/12

1. When a teacher retires under the provisions of PERS, the District shall offer the option of an early retirement program which provides a monthly payment of \$600.00 for a maximum period of thirty-six (36) months.

Such monthly payments shall be in accordance with the following conditions:

- a. The teacher must be retired and receiving benefits under the Oregon Public Employees Retirement System.
- b. For employees with thirty (30) or more years total service with PERS monthly "Early Retirement Payment" shall be terminated as of the end of the calendar month in which the retired teacher dies, qualifies for Social Security benefits at age 62, or when a total of thirty-six (36) payments have been made, whichever comes first.

For employees with less than thirty (30) years total service with PERS at age 59:

- i. Early retirement payments may continue beyond age 62 (to a maximum of age 65).
- ii. The "age 62 cutoff" shall be extended by the number of years an employee is short of thirty (30) years qualified PERS service at age 59.
- c. In order to qualify for full benefits defined in this Article, the teacher must have completed at least thirteen (13) years of service from last date of hire (first day worked).

A teacher wishing to retire under PERS with less than thirteen (13) years of service may elect to do so if they have a minimum of ten (10) years of service from last date of hire. In such cases, all retirement benefits shall have the dollar amounts based on

LMC  
5/26/12

39



the ratio of years of service from last date to thirteen (13) years (i.e. 10/13, 11/13 or 12/13).

- d. A teacher planning to take early retirement must give notice thereof to the Superintendent at least sixty (60) calendar days prior to his/her retirement date.
  - e. Medical coverage for teacher (and spouse) may, at the teacher's option and subject to the insurance carrier's approval, be provided and deducted from the \$600.00 monthly payment.
2. The employee, at his/her request, shall have the total early retirement package extended over a longer period of time. Such extension shall not go beyond the employee's sixty-fifth (65th) birthday.

If the employee desires extended early retirement, it shall be indicated in the notice given the District in Section M.1.d of this Article.

3. Payment for Unused Sick Leave

The District will make payment for unused, accumulated sick leave for employees retiring under the provision of PERS with the following provisions:

- a. Payments shall be \$50.00 per accumulated sick leave day.
- b. Payments may be:
  - i. in a lump-sum at retirement, or

LUC  
5/26/12  
P.A.D.

ii. added to the monthly stipend provided in section M,1 of this article.

c. For those who elect to take the district payment for unused sick leave, their sick leave account shall be considered by the district at zero (0) days, and reported to PERS accordingly.

**N. Deferred Compensation Plan**

The following deferred compensation plan is available to all REA members hired with a starting date of service of November 30, 2003, or earlier.

Members with a starting date of service of November 30, 1992, or later, may elect to participate in the deferred compensation plan or the provisions of M. 3. and 4., but not both. Upon joining the deferred compensation plan, all future use of the provisions of M. 3. and 4. is discontinued.

As members move up in PERS experience, from one category to the next, the District shall increase the monthly contribution accordingly if the employee matches the funds as outlined below.

Qualifications for matching funds:

Beyond full PERS retirement eligibility \$0 from District

20 + PERS years                      \$50 monthly if employee matches the funds

15 - 19 PERS years                      \$25 monthly if employee matches the funds

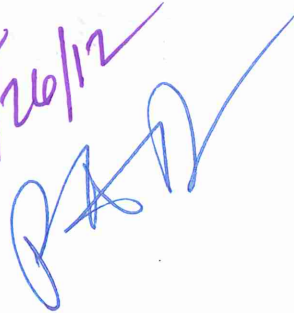


LMC  
5/26/12 41

4 - 14 PERS years                      \$15 monthly if employee matches the funds



0 - 3 PERS years                      \$0 (Employee may choose to join with their own funds only.)

LMC  
5/26/12  


## Article 23

### Fringe Benefits

#### A. Amounts

The District shall contribute to each employee of the bargaining unit, on a pro-rata basis, the following amount for the purchase of fringe benefits listed in Section B:

~~\$800~~ 900 per month, effective October 1, ~~2011~~ 2009

~~\$900~~ \$925 per month, effective October 1, ~~2012~~ 2010

\$1000 per month, effective April 1, 2013

\$1100 per month, effective April 1, 2014

Health insurance coverage shall extend to the spouse, domestic partners (same or opposite sex), and/or child or children of the member.

#### B. Distribution

1. Distribution of the District contributions shall be among the various mutually approved insurance and annuity programs:
  - a. Hospital medical plan
  - b. Dental plan
  - c. Life Insurance plan
  - d. Income replacement plan

LMC  
5/26/12



- e. Annuities
- f. Vision care
- g. Any future mutually acceptable plan

1. Annuities/TSA's are removed as an option for use of fringe dollar contributions of the District for employees hired on or after July 1, 1993. Any employee in the District as of June 30, 1993, who has elected to use any portion of their fringe dollars for TSA contributions prior to the end of the enrollment period in September, 1993, shall continue to have TSA's as an unrestricted option for fringe distribution. Any employee in the District as of June 30, 1993, who has either not elected to use any portion of their fringe dollars for TSA's by the end of the enrollment period in September, 1993, or who elected by the end of the enrollment period in September 1993 but later discontinues their election, shall not thereafter have TSA's available as an option for fringe distribution.

**C. Term Life Insurance**

The District shall provide, at no cost to the employee, term life insurance in the amount of \$ 20,000, for the term of this agreement for each employee in the bargaining unit.

**D. Notification**

Members of the bargaining unit will notify the personnel office of any changes concerning how their additional monies are to be distributed during the term of the Agreement no later than September 5. New members of the bargaining unit shall notify the personnel office concerning this matter within ten (10) days of their beginning employment in the District.

**E. Employee Assistance Program**

The District will provide an Employee Assistance Program for all bargaining unit members.

**F. 125 Plans**

The District shall give access to, and information about, the District-offered 125 Plan, including dependent child and adult care, to all bargaining unit members at the time of the annual

LUC  
5/26/12  
PAA

enrollment period. The plan shall allow for payment of out-of pocket medical, vision and dental insurance premium costs from pre-tax dollars to the full extent allowed by law.

G. Insurance Pool

Members opting out of major medical insurance will be limited to half of the District's monthly contribution. They will continue to be able to purchase the full slate of insurance options that they currently have with dollars allocated. Additionally, there are 19 members currently (during the 2011-12 school year) contributing more than \$450 to the TSA. They will be grandfathered and receive the full district contribution for investment. All unused dollars will create a pool to be redistributed to all bargaining unit members. REA and the District will meet to determine the current FTE after open enrollment and the remaining dollars will be distributed to all members to minimize out of pocket expenses. Pool calculations will be completed within 7 days following the open enrollment cut off date. The pool will become effective in the 2012-13 school year.

LMC  
5/26/12



**Article 24 Funding**

**Current Contract**

**Article 25 Reduction in Force**

**Article 25**

**Reduction in Force**

The District shall determine when a reduction in force is necessary and which programs will be affected. However, the district agrees that such layoffs shall be implemented in accordance with the following procedure.

Whenever the Board determines that a reduction in staff is necessary, it shall immediately provide the Association a layoff list. Affected employees shall be notified at least thirty (30) days prior to the effective date of the layoff. In the event of school closure due to lack of funds, the notice shall be ten (10) calendar days.

In the implementation of a reduction in staff or recall, the District shall consider in order:

**A. Licensure groups will be as follows**

1. K-8 classroom teachers: Employees holding valid elementary licenses
2. Seven-12 classroom teachers: Employees holding valid secondary licenses with a subject matter endorsement
3. Specialists: Employees holding valid licenses will be eligible for retention in their endorsement area.

Those specialists who hold valid licensure to teach in a regular classroom shall be included in the classroom grouping.

**B. Reduction in Staff**

1. Reduction within each licensure group described in Section A shall be made on the following basis:
  - a. Probationary and temporary employees shall be reduced first. If further reductions in force are made within that licensure group, the reduction shall be made from among the contract employees remaining in that licensure group.

LMC  
5/26/12

- b. An employee possessing a broader range of licensure shall not be involuntarily transferred outside his/her current subject area assignment in order to maintain a less senior employee.

2. Criteria for Reduction:

- a. The retention of contract and probationary employees shall be on the basis of licensure and seniority. (Seniority is defined as the length of current continuous service to the District within the bargaining unit). The District may retain a member with less seniority if the District determines that the teacher being retained has more competence.

Competence shall be defined as the ability to teach a subject or grade level, based on teaching experience related to that subject or grade level in the past eight (8) years, or based on training and/or educational attainment, or both related to that subject or grade level.

If the District wishes to invoke competence as a criterion for reduction, they must first contact the individual members and ask for information regarding their educational attainments, teaching experience, training and other relevant experience applicable to the position in question.

If the District identifies a more senior individual as not meeting the definition of competence, the District will then create a training program necessary for the member to become competent. The training program will have a duration of no more than a year and may include the following: college coursework, workshops, program visitations, and mentoring, and/or an evaluation plan. The member will either accept the training program as a condition of accepting the position or will decline and will thus be laid off. The District will pay the expenses related to the training program.

- b. When two or more employees have the same initial start date, seniority shall be determined by the affected employees' drawing of lots.

The District and the Association shall devise a procedure for the drawing of lots which is consistent with the provisions of ORS 342.934.

- c. Members may decline a position offered to them if they have not taught in the subject area or grade level within the past eight (8) years and not lose eligibility for recall if there is another member who qualifies for and agrees to take the position. The district will not contest the member's application for unemployment.

LME  
5/26/12 47

PAD

**C. Recall Procedure**

1. Employees shall be recalled to positions they are qualified to fill when an opening occurs in the licensure group from which they were laid off. If the same position exists that the employee held prior to layoff, and if said position is not held by a more senior employee, then the rified employee shall be recalled to that position.

Once an employee has been recalled and assigned, all subsequent assignments, including consideration for his/her previous position, shall be in accordance with the transfer process contained in Article 11.

2. Recall shall be by inverse order of layoff, i.e.:
  - a. Contract employees in a licensure group shall be recalled first.
  - b. Probationary employees in a licensure group shall be recalled after the list of permanent employees in that licensure group has been exhausted.
3. Notice of recall shall be sent via certified mail to the last address given to the Human Resources office by the teacher. A teacher shall have twelve (12) calendar days from the date the notice of recall was mailed, or two (2) days from the date of verifiable contact by the District, by telephone or other means, whichever is earlier, to notify the District of his/her intent to return.

The employee must report on the starting date specified by the District, provided the reporting date is at least twenty (20) calendar days from the date the notice of recall was received. Failure to notify the District of intent to return or to return to work within the time limits shall be considered the resignation of said employee.

4. Contract and probationary employees who are laid off from the District shall be eligible for recall as outlined above for a period of twenty-seven (27) months after the effective date of their layoff unless they:
  - a. Resign. In such event a written resignation shall be sent to the District.
  - b. Fail to return when recalled as described above.

**D. Layoff Benefits**

1. The District shall extend coverage under its medical program, provided for in Article 23, for the balance of the layoff to contract and probationary employees who are laid off. The District will pay the cost of such medical premiums during the first month following layoff and such coverage may be continued by the employee under the Comprehensive

Omnibus Budget Reduction Act (COBRA) provided the employee pays the premium. Employees who accept other employment shall not be eligible for the extension of group insurance coverage if they are offered medical insurance by the new employer.

2. All benefits to which an employee was entitled at the time of his/her layoff will be restored upon his/her return to active employment and the employee will be placed on the proper step of the salary schedule for the employee's current position according to the employee's experience and education.

**E. School Closure**

The employment relationship between the bargaining unit members and the District shall continue to the extent described in this Article during any period of school closure due to budget levy failure. During school closure due to lack of funds, the district acknowledges that the bargaining unit members are temporarily laid off, and agrees to recall, pursuant to paragraph C above, all teachers to regular duty promptly upon obtaining funds sufficient to resume normal operations. Employees are not paid for any days laid off.

**F. Arbitration**

In the event the District and the Association do not agree on the application of this Article, the parties agree to go directly to arbitration to resolve the dispute.

## Article 26 Special Education

### Article 26

#### Special Education

**A. Definitions**

Those classrooms designated as Self-Contained Special Education classrooms are considered special education classes for the purposes of this article.

**B. Unit Allocations**

Students in Self-Contained Special Education classrooms shall be counted in the building's total enrollment for the purpose of determining classroom teacher allotments, unit allocations, and specialist support service.



LUC  
5/26/12



**C. Placement**

1. When the District places Special Opportunity classrooms in buildings, it shall consider the factors regarding their impact on regular classrooms and the mainstream possibilities in each situation.
2. When multiple placements of special needs students occur in a single classroom, the district shall review the situation and consider appropriate adjustments in class loads.

**D. Inclusion Students**

The District shall provide employees with administrative procedures for special education that deal with:

1. Teacher representation at placement and I.E.P. meetings.
2. Training for classroom teachers involved with special needs students
3. Development of plans of action for special needs students with behavior problems, prior to the placement of these students in the regular classroom as soon as is practical.
4. Placement determination at an IEP meeting being contingent upon the levels of support services to be provided for a special needs inclusion student at the time of placement.

**E. District Support**

1. Special education and other unit members who are required to conference regarding IEP's, planning for assessment & evaluation, and eligibility determination shall have a substitute provided to allow for such meetings to occur within the workday. If a unit member is willing to attend such a conference that can only be held outside of the workday such member shall be compensated at his/her hourly rate.
2. It is the intention of the District to provide additional reasonable support for special education teachers when time constraints warrant special consideration. Members shall receive Special Consideration Compensation by following guidelines and submitting the form attached in Appendix C.

This support must be preapproved and shall take the form of:

- paid additional hours at the regular rate (which may be as little as a few hours, and as much as several days),
- extended school year,

LMC  
5/26/12  
PAA

- substitute teachers to provide release time, and
- other possible accommodations in line with the above.

The District shall provide appropriate application forms for teachers requesting such support and the approval of each request shall be based on need.

If the application is denied at the building and department level, the employee may appeal the decision to the Executive Director of Human Resources.

~~The Association and the District shall review the use of this program during the Fall of the 2007-08 school year.~~

**Article 31 Duration of Agreement**      3 years

**All previously signed Tentative Agreements**

**Sick Leave Bank**

The parties agree to develop a MOU that outlines the process for donation and distribution of a sick leave bank. This will be a joint bank of all employee groups. This will include procedures for transparent account and record keeping of all donations and distributions.

**Modifications to Article 21 Dues and Payroll Deductions**

The parties agree to change the payroll cycle beginning 2012-13 school year to have summer paychecks paid out once a month in June, July and August.

*\* Subject to ratification and board approval.*

*M. Malenatos*