

**LICENSED COLLECTIVE
BARGAINING AGREEMENT**

Between

LOWELL SCHOOL DISTRICT NO.71

and the

LOWELL CHAPTER

of the

**LANE UNIFIED BARGAINING COUNCIL
Oregon Education Association**

2012-2015

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PREAMBLE

The parties to this Agreement are Lane County School District No. 71 (District) acting by and through its Board of Directors (Board) and the Lane Unified Bargaining Council (Association, Council, or LUBC). It is expressly understood and agreed that the benefits, terms, and conditions of this Agreement apply only to the members of the Lowell Chapter of the Council. Such members are defined in Article 1 below.

ARTICLE 1 - RECOGNITION

1. The Board recognizes the Association as the sole and exclusive bargaining representative, as defined in ORS 243, for all (full and part-time) regular and temporary licensed personnel employed by the District, excluding all substitutes, supervisory, confidential and classified teachers.
2. Contract teacher shall mean anyone who has successfully completed a three (3) year probationary period in the Lowell School District.
3. Substitute teacher shall mean anyone who is employed to take the place of a contract or probationary teacher who is temporarily absent. A substitute may not work for any individual teacher more than sixty (60) consecutive teaching days in the same school year, except for a substitute filling in for an teacher on an approved unpaid leave.
4. Temporary teacher shall mean any licensed individual employed to fill a position designated as temporary or experimental or to fill a vacancy of more than sixty (60) days which occurs after the opening of school, because of unanticipated enrollment or because of death, disability, retirement, resignation, or dismissal of a contract or probationary teacher.
5. The terms, conditions, and provisions of this Agreement are intended to be the entire agreement of the parties, superseding and integrating all previous unmodified/ unchanged agreements and negotiations. They shall not be altered or changed without the written consent of both parties.
6. This Agreement has no effect upon any written or unwritten policies, rules, regulations, practices, or procedures of the District pertaining to any matter not specifically covered in this Agreement.

ARTICLE 2 - GRIEVANCE PROCEDURE

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

SECTION 1 - DEFINITIONS

- A. "Grievance" shall mean a difference of opinion regarding the meaning, interpretation, or application of the express terms of this Collective Bargaining Agreement.

- B. "Grievant" is the party making the complaint.
- C. "Party in Interest" is either the person or persons, or the Association, making the complaint, or the person or persons against whom the complaint is made; and any person who might be required to take action in resolving the complaint.
- D. "Days" means school district business days.

SECTION 2 - RIGHTS AND RESPONSIBILITIES

- A. Non-Reprisal. Neither the Board nor any member of the administration shall take action against any person because that person availed himself/herself of the rights given under this grievance procedure.
- B. Representation. The grievant may be accompanied at all stages of these procedures by representatives of his/her choosing.
- C. Time Limits. Each grievance must be initiated within fifteen (15) days after the occurrence of the cause for the complaint, or within fifteen (15) days after the grievant became aware of the occurrence or condition of which he/she complains. Pursuant to ORS 342.895 (5), however, a moratorium shall be placed on grievance timelines (while a teacher is on a program of assistance) for any grievances related to evaluation procedures or a program of assistance.

During the summer, all time lines shall be doubled; e.g., five days = ten days, ten days = twenty days. The number of days indicated at each level is considered to be a maximum. Participants in any grievance procedure should make every effort to expedite the process. Time limits specified shall be extended only by mutual agreement.

Failure to initiate a grievance within the time specified shall constitute a waiver of the grievant's right to use these procedures to resolve the grievance.

Failure of the grievant at any level of these procedures to appeal a decision to the next level within the specified period of time shall be deemed an acceptance of the decision.

Failure of an administrative officer or the Board to communicate a decision, in writing, to the grievant within the specified time limit shall be deemed a denial of the grievance and permit the grievant to appeal to the next level.

- D. Written Decisions. All decisions regarding written grievances shall be in writing and shall state the decision with supporting reasons. The written decision shall be promptly delivered to all parties.
- E. Record of Grievances. Records of grievances shall not be filed in the teacher's personnel file, but shall be kept in a separate file maintained for that purpose.
- F. Written Grievances. All written grievances shall state the specific Article and Section of the Agreement which the grievant believes to have been violated, the occurrence which

forms the basis for the complaint, and includes a statement of action which the grievant requests in order to resolve the complaint.

- G. School Interruption. Grievances shall be processed at times which do not interfere with assigned duties. If, in the course of investigating or pursuing any grievance, either party or their respective representatives contact teachers of the District or students while in the school, they shall first contact the building supervisor to define the purpose of the visit and cooperate with the building supervisor in pursuing the investigation. All parties should, if at all possible, avoid interrupting classroom or school activities or involving students in the grievance.
- H. Association Grievance. The Association may process any grievance which affects a group or class of teachers whether or not an individual teacher pursues a grievance arising out of the same occurrence. In the event the Association determines a grievance should be initiated at Level 2 (Superintendent Level), it may so request in writing to initiate such grievance and the grievance may be initiated at Level 2 by mutual agreement of the District and Association.
- I. Confidentiality of Proceedings. All proceeding shall, unless otherwise required by law, be conducted in private and shall remain confidential among the parties in interest.
- J. Exceptions. The following subjects are not within the scope of the grievance procedure:
 - 1. Those Articles and Sections of the Agreement specifically excluded.
 - 2. Administrative and/or Board decisions unless specifically allowed in this Collective Bargaining Agreement.
 - 3. Renewal or non-renewal of a probationary employment contract. However, the District's failure to follow the relevant provisions of ORS 342.815, 342.835 and 342.850 and the evaluation provisions of this Agreement and/or District Policies (GCM/GCN) related to renewal, non-renewal and evaluation of teachers regarding a probationary teacher shall be subject to the grievance procedure up to and including binding arbitration.

SECTION 3 - LEVELS OF GRIEVANCE PROCEDURE

Level 1

- 1. The party with the grievance shall first discuss it with his/her immediate supervisor with the objective of resolving the matter informally.
- 2. If the grievant is not satisfied with the informal disposition of his/her grievance, he/she may file a written grievance with his/her principal or immediate supervisor within ten (10) days of the informal meeting. The principal or immediate supervisor shall render a written decision within ten (10) days of the date on which he/she received the written grievance.

Level 2

1. The grievant may, within ten (10) days of receipt of the above decision, appeal the matter to the Superintendent. The grievant's appeal shall be in writing and shall contain a complete record of the grievance to the date of appeal.
2. The Superintendent, or his/her designated representative, shall hear the appeal within ten (10) days of the date on which he/she received the written notice of appeal. The grievant shall be given ten (10) days written notice of the time, date and place of the Superintendent's hearing.
3. The Superintendent shall render his/her decision within ten (10) days of the date on which the Superintendent's hearing was concluded.

Level 3

The grievant may, within ten (10) days of his/her receipt of the Superintendent's decision, request the teacher Association to submit the grievance to binding arbitration in accordance with the terms and conditions of this procedure. If the Association so elects, it may submit the grievance to binding arbitration within ten (10) days of the date on which it receives the request from the grievant.

If the matter is submitted to binding arbitration, the following rules shall apply:

1. The Superintendent and the Association shall promptly meet to select an arbitrator by mutual agreement. If they are unable to do so within ten (10) days of the date of the demand for arbitration, a list of potential arbitrators shall be selected from the Employment Relations Board (ERB).
2. Following the selection of the arbitrator, except as may be specifically modified by these procedures, subsequent proceedings shall be conducted in accordance with the ERB arbitration procedural rules as established for Teacher Layoff/Recall arbitrations and outlined in OAR 115-085-0010.
3. The arbitrator shall interpret the Collective Bargaining Agreement and determine if it has been violated. The arbitrator shall be without power or authority to render any decision which violates the terms and conditions of the Collective Bargaining Agreement or on any matter which is not within the scope of these grievance procedures, or which violates or would require violation by either party of any law. The arbitrator shall have no power to advise on salary adjustments, except as to the improper application thereof, nor to add to, subtract from, modify or amend any terms of this Agreement.
4. The arbitrator's decision shall be rendered not later than thirty (30) days from the close of the hearing, shall be in writing and contain findings of fact, reasoning, conclusions of law, and orders regarding the issue submitted to arbitration.

The arbitrator's decision, unless it exceeds his/her power or authority under the terms of these procedures and the rules and procedures of the Teacher Relations Board, shall,

subject to the provisions of Oregon Revised Statutes 33.2 10-33.340, be final and binding upon all parties.

5. All arbitration proceedings, unless waived by both parties, shall be recorded. They shall be transcribed only upon the request of one or both of the parties. If both parties request a transcript, the cost shall be borne equally by the District and the Association. If only one party requests a transcript, that party shall be responsible for the full cost thereof.
6. The arbitrator's fees and expenses, including the expenses of recording the arbitration proceeding, shall be borne equally by the District and the Association. Each party shall be responsible for his/her own expenses in prosecuting or defending the grievance.

ARTICLE 3 - DISTRICT RIGHTS

The parties agree that the District retains all the customary, usual, and exclusive rights, decision-making, prerogatives, functions, and authority connected with, or in any incident to, its responsibility to manage the affairs of the District, or any part of it, consistent with statutory provisions.

ARTICLE 4 - ASSOCIATION RIGHTS

A. Use of Facilities

1. The Association and its authorized committees shall be permitted, with District approval, to use District facilities for meetings. It shall be the Association's responsibility to notify the school administration of its desire to use District facilities and to cooperate with the administration in scheduling its meetings at such times as the necessary facilities are available. The use of any such facilities shall be in accordance with Board policy and administrative regulations; neither the Board nor the administration will, by policy or regulation, prohibit the use of District facilities so as to defeat the intent of this section.
2. Legally called Association business shall not be allowed on school time nor any OEA/NEA/LUBC state or federal affiliate of the local Association to be allowed to conduct any business with school personnel during school hours except during employees' duty-free lunch time.
3. The Association will not schedule any meetings in conflict with established District meeting dates and/or times.

B. Use of Equipment

1. The Association, through its authorized officers or other designated representatives, shall be permitted, with District approval, to use such office equipment and inter-school mail facilities as are reasonably necessary in distributing information and otherwise performing its duties and responsibilities to its membership.

2. The use of such facilities shall be in accordance with Board policy and administrative regulations, and shall not be done in such a manner that it interferes with the discharge of the duties or responsibilities of any teacher of the District; neither the Board nor the administration will, by policy or regulation, prohibit the use of such facilities so as to defeat the intent of this section.
3. The Association shall maintain a record of all supplies and time of District personnel it uses and reimburse the District for the cost incurred. If the need benefits both parties, no charge will be made.

C. Bulletin Board Space

The Association shall be provided with reasonable bulletin board space for the Association's exclusive use in each school building. All materials placed by the Association on the school bulletin boards shall be dated and labeled to identify their origination with the Association.

D. Information

Upon written request, submitted to District administration at least two District business days prior to need, the District shall provide to the Association all information which is a matter of public records and/or required by law for the Association to function as bargaining representative. Information which is not readily available will be furnished to the Association providing the Association reimburses the District for any reasonable cost incurred and allows the District a reasonable amount of time to provide such information.

E. Association Leave

The District shall grant the Association and its members an aggregate total of ten (10) days paid leave for Association business. Such leave must be requested by the Association president at least two (2) business days in advance. The Association agrees to pay the District the daily substitute teacher rate for each day used beyond the first five (5) days.

F. District Relations

1. Local Association members who are direct participants (not observers) in negotiations, grievance proceedings or conferences at a District approved meeting during work hours the teacher(s) will suffer no loss of pay. This provision applies to the grievant, two member representatives and witnesses as needed.
2. Upon written request, an Association representative shall be allowed to make a brief announcement at a time determined by the principal at any faculty meeting. The Association shall have the opportunity to suggest items for the agenda of any faculty meeting.
3. Upon written request to the Superintendent made at least five (5) District business days prior to a regular school board meeting, the Association may suggest items for the agenda of such meeting.

4. The Association will be provided with the names and addresses of all new and retiring teachers at least annually. Changes of address, marital status, etc., reported to the Board at a regular meeting will be forwarded to the Association.
5. Not later than September 15 of each year, the Council shall provide to the District a list of the Lowell Chapter officers and the Council's designated representative(s).

G. Fair Share

1. Teachers have the right to join the Association, but membership in the Association is not required as a condition of employment. To assure that all teachers covered by this Agreement are adequately represented by the Association, teachers who do not wish to be members of the Association shall be assessed a fair share amount. The amount shall be equal to the dues of the Lowell Education Association, Oregon Education Association and National Education Association. This amount shall be deducted and distributed by the District Clerk.
2. Any individual teacher objection based on bona fide religious tenets or teachings of the church or religious body of which such teacher is a member, will require the teacher to inform the District and the Association and establish a mutually satisfactory arrangement for distribution of a contribution of an amount of money equivalent to the fair share amount to a non-religious charity.
3. The Association agrees to comply with the requirements of U.S. Supreme Court in Chicago Teachers Union v Hudson, U.S. Supreme Court Case No. 84-1 503, March 4, 1986 as regards notice of chargeable and non-chargeable amounts and will fully advise each Fair Share payer of his/her rights to object to or challenge the Fair Share deduction or the amount thereof.
4. The Association agrees to hold the District harmless against any and all claims, suits, orders, or judgments brought against the District as a result of the District's compliance with this Article provided the District agrees to allow attorney(s) retained by the Oregon Education Association to represent the District, at no cost to the District, in defense of such claims or Suits. The District agrees to correct any District errors within thirty (30) days of verification of such error.

ARTICLE 5 - TEACHER RIGHTS

A. Just Cause

1. No teacher shall be disciplined, reprimanded in writing, or suspended without pay without just cause.
2. No (permanent) contract teacher shall be dismissed nor have his/her contract non-extended except for the grounds enumerated in ORS 342.865, and in accordance with ORS 342.895.

3. Nothing in this agreement shall be construed to waive the District's right to non-renew a probationary teacher for any reason the District deems in good faith sufficient. It is understood such non-renewals are specifically excluded from the grievance procedure and arbitration.
4. A probationary teacher who has been dismissed or non-renewed may, upon request, be allowed a hearing before the Board in accordance with ORS 342.835.

B. Representation Rights

1. A teacher shall be entitled to have present a representative of the Association during any meeting which might reasonably be expected to lead to "disciplinary action." Further, in the event of such a meeting, the teacher shall be advised of the meeting and the right to representation, under this provision of the agreement, prior to the meeting taking place.
 - (a) When a request for such representation is made, no action shall be taken with respect to the teacher, until such representative of the Association is present, except that this request for a representative shall not unduly delay the meeting more than one (1) business day.
 - (b) In an emergency situation, when the District believes it to be in the best interest of the District, the students, and/or the teacher to remove the teacher from District premises immediately, the District may temporarily suspend the teacher with pay until such time as a discipline-related meeting can be scheduled.

C. Non-Discrimination

The District and the Association agree that they shall not discriminate against any teacher because of age, race, religion, sex, disability, national origin, marital status, membership or non-membership in the Association. However, a teacher alleging such discrimination must elect to appeal either through the grievance procedure of this contract or through an appropriate agency or court of competent jurisdiction and so notify the District of such election prior to initiating such appeal.

D. Academic Freedom

The Association and the District acknowledge the fundamental need to protect teachers from any censorship or restraint which might interfere with their obligation to perform their teaching functions as prescribed by the District.

E. Safety

1. The District shall make reasonable efforts to maintain all facilities and equipment that provide for a safe work environment.
2. The District will organize a safety committee to monitor safety related issues. The committee will have representatives from all teacher groups. The District and the Association, mutually, agree to work together to promote safety within the District.

F. Personal Life

The personal life of a teacher is not an appropriate concern or attention of the Board except when it interferes with his/her performance or professional responsibility. Nothing in this provision shall inhibit the Superintendent from discharging his/her duties to report possible criminal violations to TSPC as required by OAR 584-020-0041. The District shall annually inform teachers of this duty and OAR by providing a copy of this agreement.

G. Criticism of Teachers

All criticism by the administration or Board of a teacher's professional performance shall be confidential.

H. Association Activities

Teachers shall have the right to organize, join, and assist the Association to participate in professional negotiations with the Board through the Association and to participate in other Association activities that do not interfere with the teacher's work duties.

ARTICLE 6 - PERSONNEL FILES

1. The administration will maintain the official personnel files on each teacher. The official files on teachers are confidential and as such shall be available for inspection only to the supervisory and confidential teachers of the District, the Board's legal counsel, and/or a Board member or members in the lawful conduct of Board business, or as otherwise provided by law.
2. A teacher and/or his/her authorized representative may have the right to review, by prior appointment, all materials in the teacher's personnel file. Such review shall be in the presence of the Superintendent or his/her designated representative. The teacher shall have the right to make copies of material in the teacher's file. The teacher shall reimburse the District for the cost of production.
3. Teachers shall have the opportunity to review all derogatory materials and evaluations before they are made a permanent part of the personnel file. The teacher shall initial such material to acknowledge his/her review or opportunity to review such material. The teacher shall, at the time of review, or within ten (10) working days of review of material, be allowed to attach written comment for inclusion in this file. Evidence upon which the Board relies not recorded in a teacher's personnel file prior to the notice of disciplinary action shall not be used by the Board as a basis for its action.

ARTICLE 7 - COMPLAINT PROCEDURES

A Definition

A complaint for purposes of this Article, shall be defined as an alleged claim of a negative or critical nature not otherwise covered by this Agreement, made in writing and signed by a parent, student, or other person against a teacher.

B. Notification

If a student, parent, or any other person makes any complaint against a teacher to the administration, the teacher shall be notified of the complaint, in writing, before any action is taken. Such notification will be made within five (5) working days of receipt of the complaint by the administration unless it is impractical to do so within such time limits because of the absence of one or both parties.

C. Level 1 - Principal

Specific details including the name of the complainants will be provided. Students will be exempt from the submission of names. The teacher shall have the right to fully explain his/her side of the matter to the administrative officer handling the complaint. In the teacher's discretion, the teacher shall have the right to discuss the matter with the complainant individually or with the complainant and the administrative officer handling the complaint together in an effort to seek an amicable solution.

D. Level 2 - Superintendent

If a solution is not reached, the administrative officer shall notify the teacher of his/her intended course of action. If the teacher disagrees with the intended course of action, the teacher shall have the right to a meeting with the administrative officer and Superintendent, who shall attempt to resolve the matter and see to it that the parties involved are notified of the administration decision.

E. Level 3 - School Board

1. If this decision is appealed to the Board, the complainant and the teacher may appear before the Board when the Superintendent's administrative recommendation is made. The teacher may, in his/her discretion, write a report of the incident for submission to the Board and the Superintendent.
2. The purpose of this report shall be to define the teacher's recollections and/or perceptions of the incident. It shall not be considered as a complaint or grievance which requires Board or administrative action.

F. Only complaints which the District determines are valid shall be placed in the affected teacher's personnel file.

G. Allegations of child abuse or other criminal conduct will not be considered complaints for purposes of this article and will not be subject to this complaint procedure, unless the District proceeds with an independent investigation of a complaint after resolution has been reached by an outside agency.

All timelines under this provision will be held in abeyance, while a complaint is pending before an outside agency other than the TSPC.

ARTICLE 8 - ASSIGNMENTS, VACANCIES AND TRANSFERS

A. Assignments

1. All teachers will be given written notice of their tentative (grade, class, building, subject and room) assignments for the forthcoming year, before the close of school.
2. If a teacher's assignment is changed after the written notice (in 1) above, the teacher will receive a written notice of his/her new assignment.
3. If a teacher's assignment is changed after the first Friday in August or during the school year, the teacher shall be given two (2) days of paid release time to make appropriate preparations. Such days will be scheduled by the District at a time consistent with classroom preparation needs related to the new assignment. For purposes of this section, a change of assignment will be defined as movement from one elementary grade or class level to another, or from one room or building to another room or building; or at secondary level, a change in curriculum area assignments affecting two (2) or more preparations. Release time will not be provided to teachers at the secondary level if the new preparations have been taught by the teacher within the last five (5) years, unless there has been a District approved change in curriculum for that preparation.

B. Vacancies

1. Teachers shall be advised of vacancies during the school year by the posting, in each building, of each position as they become available. The posting shall be for a minimum of seven (7) calendar days before the position is filled, except when such position becomes vacant ninety (90) calendar days or less before the beginning of the school year.
2. During the summer, the District will maintain a current listing of vacancies.
3. Teachers who apply to fill a vacancy will be granted an interview. In-District personnel will be given priority consideration before new applicants and temporary teachers when filling vacancies, although the District reserves the right to make the final selection. Priority consideration means that an in-District candidate shall be hired into the position if he or she is, in the District's discretion, equally or better qualified than the out-of-District candidate.
4. The District will give written notice to in-District applicants of their acceptance or denial into the vacant position. If denied, the teacher may request the rationale for this decision from the hiring administrator.

C. Voluntary Transfers

1. A teacher who wishes to be considered for transfer from his/her present assignment must submit a written request to the District Office no later than March 31 (however, transfer requests will be accepted after this date for specific positions, as they become available). Such request must be signed by the teacher, with a copy sent to the immediate supervisor. The request may include an order of preference for appropriate consideration. The District will acknowledge receipt of the request within ten (10) days. Requests for transfers must be renewed annually.

2. When a vacancy for which a teacher has expressed an interest becomes available, the District will notify the teacher. The teacher will then have three (3) days to notify the District of his/her interest in the specific vacancy available.

D. Administrative Transfer

1. The District reserves the right to make administrative transfers, when in its judgment such action is appropriate. Teachers shall be notified of such assignment change as soon as possible.
2. If requested by either the teacher or the Administration, a conference will be arranged to discuss the reasons for the transfer and the nature of the new assignment. When requested by the teacher, such reasons shall be reduced to writing and it is understood that such reasons shall not be grievable.

ARTICLE 9 - EVALUATION

- A. Teacher evaluation is a function and responsibility of the school administration. Procedures for evaluation are established and may be changed by the District prior to the beginning of any school year in which those changes are to go into effect.
- B. The District will conform to the provisions of law governing teacher evaluation. Failure to follow the procedures specified in the District's evaluation manual or contained in District Policy (GCM/GCN) is a grievable matter which may be processed up to and including arbitration, but the substance of the evaluation is not grievable or arbitratable. Any arbitration award shall be directed toward a finding as to whether a violation of procedural requirements exists, and such award shall be filed in the District's grievance file separate from the teacher's personnel file.
- C. Unless otherwise agreed upon by the District and Association, at least two (2) of the observations performed for each teacher shall be of no less than thirty-five (35) consecutive minutes.
- D. The District agrees that, for the life of this contract, the provisions of the evaluation handbook and Board Policy GCM/GCN will remain unchanged unless mutually agreed upon by the District and Association.
- E. The District and the Association agree to the formation of a District evaluation committee, the purposes of which will be, the review and revision of the District's evaluation procedures. Said committee will be composed of two members selected by the Association, and two members of the administration. Changes proposed by the committee will be effective only upon the agreement of the District and the Association.
- F: The District agrees to direct the District Evaluation Committee to create a Procedure for the Evaluation of Probationary Teachers to be included in the collective bargaining agreement. This procedure will be created within the first three months of school after this contract begins.

The procedure will address the following:

- a. Clearly identify areas of concern regarding a probationary teacher's performance and offer suggestions to assist teacher in making acceptable progress.
- b. Keep the probationary teachers informed as to whether they are making acceptable progress in those areas of concern.
- c. A presumption of renewal will exist if the probationary teacher is making adequate progress and has not been informed otherwise by the District.

ARTICLE 10 - REDUCTION IN FORCE

A. Reduction in Force

Reduction in force shall be in accordance with ORS 342.934. For purposes of this agreement however, it is agreed that District initiated transfers will not adversely affect a teacher whose "competence" would not have been questioned or otherwise jeopardized but for such transfer. Affected teachers shall be notified in writing.

B. Recall

The District will recall teachers in inverse order of their layoff with consideration being given to the criteria set out in ORS 342.934 in the foregoing reduction provision.

1. The right to be recalled shall continue for twenty-seven (27) months following the teacher's last District duty day, unless the teacher has resigned in writing.
2. Notice of recall shall be in writing sent via certified mail to the last address given to the District office by the teacher. Recall notices will also be sent to the Association. A teacher shall have fourteen (14) calendar days from the date the notice of recall was received to notify the District of intent to return. Failure to notify the District of intent to return to work within these time limits shall be considered the resignation of said teacher. He or she must thereafter report on the starting date specified by the District or lose all recall rights, provided that this shall not be less than fourteen (14) calendar days from the date the notice of recall was received.
3. All benefits to which a teacher was entitled at the time of reduction, including unused accumulated sick leave will be restored to the teacher upon the teacher's return to active employment and the teacher will be placed on the step of the salary schedule that the teacher was on at the time of layoff. If the recalled teacher taught for more than half of the year in which he or she was laid off, credit will be given for that year when placing the teacher on the salary schedule following recall.

C. Appeal Procedure

Any appeal from the Board's decision on layoff or recall pursuant to this Article shall be by means of expedited arbitration as follows:

1. The Association shall have ten (10) days from the time the teacher received written notice of layoff to request expedited arbitration. This request shall be in writing.
2. The Association and the District shall then have ten (10) days to select an arbitrator. Failing to do so, the Association shall request that the Employment Relations Board supply the parties with a list of seven (7) arbitrators from which the parties will alternately strike names until one name remains. That individual shall be asked to serve as arbitrator. The arbitration shall be conducted if possible, within one month of the selection of the arbitrator by the parties.
3. The decision of the arbitrator shall be final and binding upon all interested parties, as long as the arbitrator's decision is within his/her jurisdiction. The arbitrator is authorized to reverse the layoff or recall decision made by the District only if the District:
 - a. Exceeded its jurisdiction;
 - b. Failed to follow the procedure applicable to the matter before it;
 - c. Made a finding or order not supported by substantial evidence in the whole record; or
 - d. Improperly construed applicable law.

ARTICLE 11 - CALENDAR AND WORK DAY

It is recognized the District has the responsibility to set the annual school calendar. Prior to adoption of the calendar, teachers will be given the opportunity for input. The recommended calendar will be submitted to the Board of Directors.

Prior to July 1 of each year, the District will provide each teacher with a copy of the tentative school calendar which will include the following: day teachers report to work, grading days, work days, two (2) parent/teacher conference days, in-service days, school vacation days, and paid holidays. Any changes made in the tentative calendar subsequent to July 1 shall be provided in writing to the Association and all affected teachers.

A. Calendar

The teacher work year shall not exceed one hundred and ninety four (194) days, including:

1. For the Elementary:
175 Student Contact Days: Three of which will be half days to allow for parent/teacher conferences to be scheduled as follows:
 - (a) Two 1/2 days after the first grading day
 - (b) One 1/2 day after the second grading day

For the High School:

Student-led parent conferences will be held after the first and third grading periods. High school working hours may be adjusted for the conferences but will not exceed 14 work hours in the two-day parent teacher conference period. Teachers who are asked to work in the evening for conferences will be released by noon the following day.

2. 9 Holidays: Labor Day, Veterans' Day, Thanksgiving Day, the day following Thanksgiving, Christmas Day, New Year's Day, Martin Luther King Jr. Day, Presidents' Day and Memorial Day.
3. Grading Days: One at the end of the first, second and third terms to be used for grading, planning and uninterrupted work time in the classroom and no more than one hour for district directed activities on any one grading day. Grades will be due by 3:30 PM on grading day. However, teachers may make arrangements with the principal to have grades completed and entered into the computer by 8:00 AM the following school day.
4. 7 In-Service/Work Days to be scheduled as follows:
 - (a) 4 days immediately prior to opening of school, with no less than 50% of total time to be reserved for teacher preparation.
 - (b) 1 full work day for teacher preparation at the end of the second week of school.
 - (c) 1 and 1/2 days for in-service to be scheduled by the District.
 - (d) 1/2 work day for teacher preparation immediately following the close of school.
5. The statewide in-service day shall be a non-contract day, to allow teachers to attend statewide in-service functions, if they so choose.

B. Work Day

The minimum normal workday for teachers shall be from 7:45 am until 3:15 pm. However, it is understood that the teacher's contractual obligations shall not extend beyond a seven and one-half (7 ½) hour work day, inclusive of a duty-free lunch period of no less than thirty (30) minutes, except for professional duties which may require their attendance beyond these hours. These additional duties shall be limited as follows: Elementary - two (2) concerts, two (2) open houses, two (2) parent/teacher conferences, one family night, IEP/committee meetings, and staff meetings; Lowell Junior/Senior High School - One (1) open house, two (2) student led parent/teacher conferences, IEP/committee meetings, and staff meetings. Teachers who are required to perform such professional duties described above beyond the regular work day may take an equivalent amount of release time during non-student contact time so long as that release time does not interfere with scheduled meetings or responsibilities. The parties agree that supervision of students is a professional duty whenever students and staff are present anywhere on the school campus. The teacher/pupil contact time within the regular workday will be maintained at a maximum of: Five and one-half (5 ½) hours.

C. Emergency Closures

1. When schools are closed because of inclement weather, ice, snow, other emergencies, or hazardous conditions, teachers shall not be required to report to work and will suffer no loss of pay or benefits.

2. When schools are dismissed early due to emergency or hazardous conditions, teachers shall be dismissed as soon as the District determines individual teachers have completed their custodial responsibilities to their students to assure student supervision and safety following the student dismissal.
3. The District may require teachers to “make up” the days paid for, but not worked, without additional compensation.

D. Prep Time

1. Preparation time during the teacher workday for full time teachers shall be:
 - (a) High school and middle school teachers will not have less than one assigned period of preparation time each day of a minimum daily average of forty (40) minutes over a calendar week. High school and middle school teachers shall be required to prepare for no more than (6) subjects per day, plus one focus period per week to be used to meet diploma requirements.
 - (b) Elementary Teachers, defined as those teachers who are teaching self-contained grades (Grades 1-3), will have a minimum weekly average of 250 minutes (50 minutes per day), over a calendar week if the district maintains a full time music person. Grades 4-6 will have a minimum weekly average of 225 minutes (45 minutes per day) over a calendar week if the district maintains a full time music person. If the district does not maintain a full time music person, the elementary teachers will have a minimum daily average over a calendar week of forty (40) minutes per day, with at least one continuous block of twenty (20) minutes occurring during the student contact day. For purposes of this section, a scheduled twenty (20) minute or more recess or pull-out period shall be considered to be a continuous block of at least twenty (20) minutes which satisfies the requirements of this section.
2. This prep time shall be free from regularly scheduled duties. Generally, preparation time is teacher directed time to prepare for instruction except when the principal determines overriding considerations require the teacher to use this time for other school related activities. In the event the principal assigns a teacher to cover another teacher's class during his or her prep period, the District shall compensate that teacher in the amount of pro-rated substitute pay. It is comprised of all time during the teacher workday not spent in classroom instruction, assigned duty or duty-free lunch.
3. In the event of additional academic assignments performed during normal prep period, an equivalent amount of prep time may occur outside of the regularly scheduled work day and this additional amount of time worked will be paid at the teacher's hourly rate of pay. Full time teachers will be paid at 1/7th of their daily rate of pay as their hourly rate. If a teacher works less than full time, hourly pay is calculated as follows: annual salary divided by number of contract days, divided by work day hours.

ARTICLE 12 - WORK LOAD

A. Teacher Input

The District agrees to consider teacher input in decisions regarding class schedules, preparations, class load, meetings and in-service.

B. Class Size. The parties recognize the District's right to determine class size. To that end the following has been established:

1. The parties agree to establish an ad hoc Class Size committee to review problems identified by a teacher relating to class size or workload.
2. The Review Committee shall be composed of the Superintendent or his designee, the building Principal, the teacher involved, and an Association representative selected by the Council.
3. The Committee shall be convened within fifteen (15) days from receipt of such request.
4. A report concerning the findings and recommendations of the Committee shall be filed within thirty (30) days with the School Board and the Council.
5. The School Board shall consider the report at its next regular public meeting following receipt of the report.
6. The Board shall notify the teacher and the Council concerning action on the recommendation within five (5) days of such action.
7. Only the procedural aspects of this Article may be subject to the Grievance Procedure.

C. Health Services

1. No medically unlicensed/non-certified bargaining unit member shall be required to provide any service which by law, regulation, or policy must be performed by a medically licensed/certified professional.
2. If a bargaining unit member volunteers to provide or assist with such health services for students, the District shall make efforts to provide training from a medically licensed/certified professional during normal work hours.

ARTICLE 13 - INSTRUCTION AND PROFESSIONAL DEVELOPMENT

A. Professional Fund

1. The District shall set aside a fund of \$5,000 for full or partial reimbursement of tuition and other expenses incurred pursuant to any teacher's Continuing Development Plan on file with the District.

2. This fund may be used to reimburse eligible activities including courses taken at universities or colleges, attendance at workshops, seminars, small school conferences, in-services, or participation in any other CPD plan activity. Reimbursement will be made upon documentation of expenses incurred. Reimbursement is on a first come, first served basis and is limited to \$600.00 per teacher. In the event all monies above are not used by the end of June of any fiscal year, the remaining monies for that year will be used to reimburse teachers (on a pro-rated basis) for expenses in excess of the standard annual allotment provided that no individual teacher shall receive more than \$1,000.00 in reimbursement in any year. Any balance remaining will revert to the general fund.
3. Teachers on transitional licenses are not required to develop a CPD Plan to participate in this Professional Fund. Funds may be used for activities related to their ongoing licensure requirements.
4. Teachers who plan to retire prior to their next re-licensure date are not required to develop a CPD Plan to participate in this Professional Fund. Funds may be used for activities related to their current or future assignments (if known), or to the District's Improvement Plan.

B. Distance Learning

It is mutually recognized that "Distance Learning" technologies and programs can offer expanded educational opportunities to the district's students, as well as a shared desire to facilitate the realization of such opportunities. Therefore, the District and the Association agree as follows:

1. The District retains the right to offer courses through "distance learning."
2. Specific "distance learning" classes to be offered shall be determined by the District.
3. The instruction for all "distance learning" classes must be provided by a person holding a valid Teaching License. If the on-site direct supervision is to be provided by a non-licensed teacher, said teacher shall not perform any duties normally reserved for licensed personnel where prohibited by TSPC Rules.
4. During the term of this Agreement, no teacher will be terminated, nor shall the total hours be reduced as a result of the District's utilization of "Distance Learning" or contracting out of these services.

C. Site Based Councils

1. The Board of Directors, in order to improve the quality and effectiveness of education, shall establish school councils at each school in conformance with State Statutes and regulations.
2. The duties of the school councils shall be those prescribed in the Statute.
3. The District shall notify the Association when a school decides to form a school council, and inform the Association about the time frame for such implementation. Such notification

shall precede any election of members for school council positions. The Association shall also be permitted to have a representative (non-voting) present as an observer at site council meetings to monitor the issues under deliberation and to provide input on matters affecting or affected by the collective bargaining agreement.

4. A school council, in reaching decisions on matters within its responsibilities, shall not alter, amend or modify the Agreement.
5. The site based school council shall be composed of members, building administrators, classified teachers, and parents or guardians of children attending the school, and the school council may appoint representative(s) from the community at large. Members of each site based council shall be selected by direct secret ballot election of peers.
6. Site based council members will not be scheduled to do any site council work outside the regular workday unless the member(s) individually agree to such an arrangement.
7. The participation or non-participation of members in a site based council shall not be considered a subject for any unfavorable evaluation of member performance. No member shall be subject to discipline or dismissal as a result of participation or non-participation on a site based council. Participation shall be voluntary.

D. Student Evaluation

Teachers shall have the responsibility of grading and evaluating students. The administration shall not change the grade or evaluation of any student without the teacher's approval unless the teacher cannot document the basis for the grade or evaluation.

E. Student Discipline

1. If the District proposes a change in the District Student discipline procedure, the Association shall be provided with a copy of the proposed change and an opportunity to make recommendations regarding such change prior to its adoption.
2. Both parties agree that teachers and the District bear the mutual responsibility for dealing constructively with problem students. With this in mind, the District will provide teachers with a written student discipline procedure at the beginning of each year. Each building staff will review this procedure annually and may recommend changes in such procedure to the building administrator.
3. The written student discipline procedure shall specify minimum standards of student conduct in the classroom. It shall further specify the circumstances under which a student may be removed from the classroom, including those involving extreme disruptive behavior. Finally, it shall provide for consultation between the teacher and the principal or his/her designee prior to returning the student to class. In the event the principal or his/her designee is not immediately available, the student may be returned to class prior to such consultation, except when in the judgment of the teacher the student poses an immediate threat to the health and safety of self, other students, school teachers and/or school property. The principal or his/her designee shall have the final authority to resolve all

student disciplinary matters referred to him/her pursuant to the provisions of this Article. Teachers may request a conference with the Superintendent and their building administrator regarding resolution of differences of opinion on implementation and/or interpretation of the written student discipline policy.

4. The District shall make a good-faith effort to provide teachers to whom the student is assigned timely notice of any physical threat that the student presents to other students or staff.

F. Mentor Teacher

The District may provide a Mentor Program for the purpose of providing support and assistance to inexperienced and/or new District staff within the following parameters:

1. Participation in the Mentor Program is voluntary on the part of both the mentor and the protégé.
2. Selection of a mentor shall be by mutual agreement between the mentor, the protégé and the District.
3. Both the mentor and the protégé will be granted a minimum of ten (10) hours of release time per semester for the purposes of class observations (mentor observing protégé or protégé observing mentor or other colleague) and mutual meeting time. No other teacher will have his/her work load increased in order to provide such release time.
4. Whenever the District requires the mentor and/or protégé to attend meetings, trainings, or work sessions beyond the normal calendar or work day, the mentor and the protégé will be paid at their normal per diem rate. In such cases, the mentor and the protégé will be given a minimum of one (1) week notice. In no case shall the total number of required hours beyond the normal calendar and work day exceed twenty (20) hours per semester.
5. Whenever the District requires the mentor and/or protégé to attend meetings, trainings, or work sessions outside of the District, the District will pay all necessary expenses for both the mentor and the protégé.
6. A member of the Association serving as a mentor shall be paid an annual stipend of \$500.00 as compensation for the extra workload and shall earn one (1) CPD unit for each hour of documented participation.
7. The mentor shall not participate in the evaluation of the protégé and shall not testify in any hearing or procedure regarding the performance or actions of the protégé without the written permission of the protégé.
8. The performance of a teacher in the role of a mentor shall not be subject to evaluation and/or discipline and comments regarding that role shall not be included in the mentor's personnel file without the mentor's written consent.

G. CPD Plans.

1. District and Association Commitment. The District and the Association shall support teachers in their pursuit of continuing professional development; including but not limited to, activities that assist members to achieve District and/or Individual Goals; to keep current with the development and use of best practices; and to develop ways to enhance learning for a diverse student body.
2. District and Individual CPD Plans
 - a. Each teacher will have the right to choose to follow the District's Plan or his/her own Individual Plan. Teachers on transitional licenses or who plan to retire before their next re-licensure date will not be required to participate in a CPD Plan.
 - b. Plan Goals shall be developed by the teacher to meet his/her individual needs as related to the District's overall instructional and curriculum program.
 - c. CPD Plans, either District or Individual, will not be part of the Evaluation Program for teachers.
 - d. Positive student learning outcomes shall be given consideration in the development of a teacher's CPD Plan, but shall not be a requirement for successful completion of any CPD Plan.
 - e. The District will provide Certificates of Completion to be applied toward professional development units for all District in-service activities.
 - f. Upon verification that a teacher has completed the Plan activities, the District shall not withhold signature on the teacher's TSPC Professional Development Plan.
3. Plan Advisor
 - a. The teacher may appoint a Continuing Professional Development Advisor of his/her choice subject to the approval of his/her supervisor.
 - b. For a teacher on an individual Plan, the function of the Plan Advisor will be limited to the initial review, but not approval, of the Plan design/modifications and verification that the teacher completed Plan activities. For a teacher on a District Plan, the function of the Plan advisor will be to ensure compliance with the terms of the District Plan, but not approval of the Plan design/modifications, and verification that the teacher completed Plan activities.
4. Continuing Professional Development
 - a. When the District's Plan requires participation in training or workshops, the District will pay the fees for that training as well as paying each member his/her hourly rate of pay for the time required beyond the regular work day or regular work week. Thirty-five percent (35%) of the Tuition Reimbursement/Professional Development Funds may be used to pay for District-required professional development activities.

- b. Teachers who choose to attend workshops, conferences, or other professional development activities as part of the Plan will have the option to use Tuition Reimbursement/Professional Development Funds in accordance with Article 13A. Tuition Reimbursement/ Professional Development Funds may be used for purposes such as those which apply to their teaching assignments or Re-Licensure/Continuing Professional Development Plan.
- c. There will be no restrictions on CPD Plans, expense reimbursement, or release time because of OEA's sponsorship of the activity, workshop, conference, training, etc., in accordance with TSPC guidelines.

5. Professional Development Units

When a teacher completes the required number of PDUs for license renewal, the teacher will not be required to continue any further PDUs. In addition, teachers will not be required to take a minimum number of PDUs a year. Teachers, however, shall be expected to participate in District sponsored in-service and training activities during the normal workday/ calendar which may be offered routinely or as part of the District CPD Plan.

ARTICLE 14 - COMPENSATION

A. Salary

1. The salary schedule shall be increased by two and one half (2.5 percent for the 2012-2013 contract year. The 2012-2013 Professional Salary Schedule and related indices are attached to this Agreement as Appendix A-1 and are, by reference, incorporated herein.

(a) The Salary Schedule in Article 14, Section A, paragraph 1 shall be reopened for economic negotiations each spring, with the parties exchanging proposals on or before May 1, 2013, for the 2013-14 school year and May 1, 2014, for the 2014-15 school year.

2. Salary Placement/Advancement

(a) Educational classification steps on the schedule shall be based upon the teacher's education as evidenced by certification of completion of transcripts from the accredited colleges or universities which the teacher attended. Credit for education beyond a Bachelor's degree shall, with administrative approval, be allowed for all courses taken directly related to the teacher's responsibilities.

(b) The vertical steps on the salary schedules are intended to reflect the number of years during which the teacher has taught or for which credit in another District was given.

(c) All teachers shall be placed in the column that reflects their total educational credit for all credit hours earned subsequent to meeting all academic requirements for Oregon licensure. Official transcripts for courses approved for salary advancement must be provided to the deputy clerk no later than fifteen (15) calendar days prior to the

September pay period. In the case of delay in receiving an official transcript, the District may accept unaltered grade cards subject to verification through the official transcript.

(d) Newly hired teachers shall be placed on the salary schedule at the level for which their educational experience may be verified through official college transcripts. These must be submitted to the deputy clerk no later than fifteen (15) calendar days prior to the first pay period. Returning teachers shall be placed on the longevity step which reflects the number of years teaching experience for which they have received credit by the District. All eligible teachers not at the top step in the schedule shall advance one longevity step per year.

(1) Longevity Step. Newly hired teachers shall be given full credit for teaching experience in other Districts.

(2) Placement on Schedule. Initial contracts shall be issued by the opening day of school, upon conclusion of contract negotiations, or upon the assurance of sufficient funding. The teacher will be advised of his/her placement on the salary scheduled at that time.

(3) Steps on the Salary Schedule. Teachers shall be advanced one vertical step each year if they remain in the District. At the beginning of each school year they shall be advanced horizontally on the educational level to the correct placement, as they acquire and document the required number of hours.

3. Pay Schedules/Draws

(a) Compensation shall be paid in twelve (12) monthly installments due on the fourth Friday of each month, except for July and August.

(b) The monthly payments for the months of July and August shall be paid on the fourth Friday of June.

(c) New teachers may draw on their first month's salary after five (5) working days of the school year up to an amount equal to their net per diem pay earned for the five (5) day period. The Superintendent may use his/her discretion in emergency situations.

(d) Any teacher who has received a salary draw and resigns prior to the end of the month shall reimburse the District for that portion of the salary received and not earned. This shall be based on the teacher's average daily salary according to contract working days.

B. PERS Pickup

1. The District shall pick up, assume and pay a six percent (6%) teacher contribution to the Public Teachers Retirement Fund for the teacher members participating in the Public Teachers Retirement System.

2. The full amount of required teacher contributions picked up or paid by the District on behalf of teachers pursuant to this Agreement shall be considered as "salary" within the

meaning of ORS 237.003 (11) for the purposes of computing an teacher member's "final average salary" within the meaning of ORS 237.003 (15), but shall not be considered as "salary" for the purposes of determining the amount of teacher contributions required to be contributed pursuant to ORS 237.071. Such picked up or paid teacher contributions shall be credited to teacher accounts pursuant to ORS 237.071 (2) and shall be considered to be teacher contributions for the purposes of ORS 237.00 1 to 237.320.

C. Payroll Deductions

1. Upon receipt of written authorization from any teacher, provided a minimum of five (5) teachers request such deductions to a specific company or organization, the District will provide any or all of the payroll deductions as follows:
 - * Group Insurance (health, accident, disability, life)
 - * Tax sheltered annuities
 - * Regular monthly OEA, NEA, local dues
 - * SELCO Credit Union deductions
 - * "EE" Bonds
2. Voluntary deductions from summer checks will be forwarded to the recipient at the time of deduction.
3. The Association agrees to hold the District harmless against any and all claims, suits, orders, or judgments brought against the District as a result of the District's compliance with this Article. However, the District agrees to correct any District errors within thirty (30) days of verification of such error.

D. Expenses and Reimbursements

1. The District will reimburse all teachers for expenses necessarily incurred in the performance of their jobs with the District, including mileage, meals and other expenses. Mileage shall be reimbursed at the IRS rate.
2. Teachers shall normally not be required to use their own vehicle in the performance of their responsibilities for the District, although a teacher may do so voluntarily or when a District vehicle is not available upon prior approval by the Superintendent or administrator in charge.
3. The teacher shall request prior approval of the Superintendent or administrator in charge for any activity which will result in reimbursable expenses. The request shall be in writing on a form provided by the District.
4. Each teacher will be allotted \$150.00 for classroom enrichment supplies. This may be spent without requiring pre-approval. For reimbursement, teachers must provide, to the building administrator, receipts and a justification report linking the materials purchased to the school improvement plan.

E. Extra Duty

1. Teachers will be compensated for extra duty in accordance with the amounts budgeted annually and approved by the Board of Education and included as Appendix B-1 (for 2012-13 only; subject to change by board action for 2013-14 and 2014-15) attached to this agreement and, by reference, incorporated herein. All extra duty personnel will have the option of receiving their extra duty salary in one lump sum at the conclusion of the said extra duty, or in monthly installments. Extra duty personnel will notify the deputy clerk in writing of their choice of payment when signing their extra duty contract. Failure to notify at this time will result in automatic monthly installments. Conclusion of extra duty assignments will be verified in writing by the building principal before lump sum payment can be issued to the teachers on the next appropriate monthly pay period.
2. Extra duty contracts shall be considered separate from and not a part of teaching contracts.
3. Teachers will be notified on or before June 15 of the extra duty assignments and compensation amounts that are approved and budgeted by the School Board for the following year. A written job description of each extra duty assignment shall be made available in the Superintendent's office. Any teacher, on or before September 1, may apply for one or more of the extra duty assignments declared available. Selection will be solely the Board's discretion. No teacher may hold a paid extra duty assignment in the same sport for the position of varsity and junior varsity coach without mutual agreement between the teacher and the School Board. Bus, dance and activities chaperones and similar single-time duties shall be performed by teachers on a voluntary basis.
 - a. Teachers performing single-time extra duty assignments shall be compensated \$25 per event/duty.
4. Additional academic assignments may be offered by the principal as special needs arise that a teacher may elect to take. These are not mandatory assignments. Teachers will be paid at 1/7th of their daily rate of pay as their hourly rate of pay. If a teacher works less than full time, hourly pay is calculated as follows: annual salary divided by number of contract days, divided by work day hours. The nature of the assignments will be mutually agreed upon by the principal and the teacher and will be detailed in an additional academic assignment contract in advance of the work performed. The agreement can be terminated at any time by either party.
5. Middle School and High School Class Activities Coordinators, who engage in fundraising, school dances, student council, prom, graduation, etc., will receive a stipend of \$250.00 for the year, provided they work at least ten (10) hours beyond the normal school year. Coordinators who fail to work the additional ten (10) hours may make up time by chaperoning/ supervising other student activities as approved by their administrator.

ARTICLE 15 - INSURANCE BENEFITS

- A. Beginning October 1, 2012 the District shall contribute \$1,108.00 per month as a fringe benefit to apply toward the composite rate for the ODS and Providence Plans combined medical, dental and traditional vision plan for all eligible teachers and their dependents. If a teacher chooses a plan costing less than \$1,108 per month, the district shall contribute only that lesser amount. Each teacher shall contribute through payroll deduction the balance of the required premium for such coverage on a composite rate basis.
 - 1. Section A of Article 15 shall be reopened for economic negotiations each spring, with the parties exchanging proposals on or before May 1, 2013, for the 2013-14 school year and on or before May 1, 2014, for the 2014-15 school year.
 - 2. Each teacher will be provided the opportunity to “buy-up” insurance coverage to a lower deductible plan. This provision is dependent on the insurance carrier's ability to provide this option for the group.
- B. Each teacher will pay the full premium price for an Association selected long-term disability plan.
- C. All insurance coverage will be in effect for twelve (12) months.
- D. The District shall provide insurance coverage for the domestic partner of teachers subject to the limitations and conditions of the insurance carrier.
- E. The District and the Association agree to convene an insurance committee to study relevant issues and make recommendations regarding insurance coverage and provider(s). The committee shall be composed of two members selected by the teachers' Association, two administrators, and two members selected by the classified Association.

ARTICLE 16 - PAID LEAVES

- A. Sick Leave
 - 1. In accordance with ORS 332.507, teachers shall have ten (10) days per year accumulative sick leave. Any newly hired teacher who was employed during the preceding school year in another Oregon school district shall, upon proper verification, be allowed sick leave which has been accumulated with the Oregon district in which the teacher was formerly employed.
 - 2. The District will provide each teacher an annual statement of her/his accumulated sick leave by the end of the first payroll period of the school year. New teachers who are eligible for the transfer of sick leave accumulation under Oregon law shall be responsible for providing that information to the District.

B. Family Illness

The District shall allow use of up to five (5) days of accumulated sick leave per occasion, but not to exceed a maximum of ten (10) days in any one school year for an illness in the teacher's immediate family, which for the purposes of this section, shall be defined as a spouse, child, parent, parent-in-law and any other individual who resides in the teacher's immediate household or for whom the teacher has custodial responsibility.

C. Bereavement Leave

Five (5) days of bereavement leave shall be granted for each death in a teacher's immediate family. If out-of-state travel is required, two (2) additional days shall be granted. The teacher's immediate family shall be defined as including the teacher's spouse, children, children-in-law, step-children, grandchildren, parents, parents-in-law, step-parents, brother, sister, brother and sister-in-law, grandparents, aunt, uncle, or any member of the teacher's household.

D. Personal Leave

1. Teachers shall have, separate from sick leave, two (2) days personal leave per year, non-accumulative. The minimum amount of time which may be used on any one occasion shall be one-half day. There need be no reason given for personal leave. Teachers shall, however, notify their immediate supervisor within a reasonable period (24 hours) of time, so that adequate arrangements can be made for a substitute teacher. Application for personal leave may be denied or postponed if adequate substitute arrangements cannot be made or if extreme inconvenience to the education program would likely result from the teacher's absence at that time.
2. Teachers may, at their option, notify their supervisor in advance of their desire to work rather than use their personal leave. In such case, the District will pay current substitute teacher pay to the teacher for that day. Personal leave may not be taken during in-service days without permission of the supervisor. Teachers who wish to be paid for each day of personal leave credited, but not taken, shall notify the District by June 1.

E. Jury or Witness Duty

Any teacher summoned for jury duty or subpoenaed to appear as a witness shall be given full pay while absent as a result thereof. Jury duty pay and witness fees paid to teachers shall be paid to the District.

Money paid to the teacher for mileage and/or similar or related expenses shall be retained by the teacher. The teacher will return to work if he or she is not called to serve on the jury for the day and is notified of that fact by 11:00 AM that day.

F. Professional Leave

Upon prior approval of her/his immediate supervisor, a teacher may be granted paid leave for professional purposes. The administration shall have sole discretion in determining whether any

such leave shall be granted and its decision shall be subject to review by the Board, but is not within the scope of the grievance procedures.

ARTICLE 17 - UNPAID LEAVES

- A. Upon prior approval of the Board, any teacher may be granted unpaid leaves of absence to a maximum of two (2) years for the following reasons: education, travel, teacher exchange programs, parental, and medical reasons (physical or mental). A leave of absence shall not affect a teacher's status as a permanent teacher in the District.
- B. A teacher who is granted a leave of absence pursuant to this section shall, upon his/her return to the District, be entitled to the following benefits:
 - 1. The teacher returning from a leave of absence shall be entitled to return to the position which he/she occupied prior to the leave, providing that position is available. If the position is not available, he/she will be placed in a comparable position for which he/she is qualified.
 - 2. The teacher shall not lose any fringe benefits or unused accumulated sick leave by reason of having taken the unpaid leave of absence. However, such benefits will not accrue during the unpaid leaves of absence. Health insurance coverage premiums shall be the responsibility of the teacher and are subject to the regulations of the insurance provider, except where the employer is required to pay by the Family Medical Leave Act or other law.
 - 3. The Board may, in its sole discretion, grant the teacher experience for time the teacher was gone pursuant to a leave of absence.
- C. Any Board decision made under this section shall be final, not subject to review, and not within the scope of the grievance procedure.

ARTICLE 18 - GENERAL PROVISIONS

- A. Savings Clause
 - 1. Under ORS 243.702, renegotiation of invalid provisions in an agreement, if any provision of this Agreement is held to be invalid, the remainder of this Agreement shall not be affected thereby. Upon request of either the Board or the Association, the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such provision, pursuant to ORS 243.698.
- B. Compliance Clause

All provisions of this Agreement take precedence over contract provisions of individual teacher contracts.

ARTICLE 19 - STRIKES AND LOCKOUTS

- A. The Association and its members, as individuals or as a group, will not initiate, cause, permit, participate in or join any strikes, work stoppage or slow-down, picketing, or any other restriction of work which affects the District's operations, except as authorized by law.
- B. Teachers in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established by the Association or by any other labor organization when called upon to cross such picket line in the line of duty. This obligation and the obligations set forth above shall not be affected or limited by the subject matter involved in this dispute giving rise to the stoppage or by whether such subject matter is or is not subject to the grievance provisions of this Agreement.
- C. There will be no lockout of teachers in the unit by the District as a consequence of any dispute arising during the term of this Agreement.

ARTICLE 20 - TERM OF AGREEMENT

This Agreement shall become effective upon signing and shall be continued in effect through June 30, 2015.

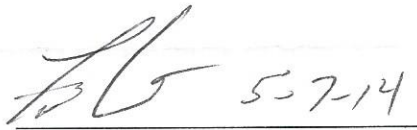
EXECUTION AND SIGNATURES

Executed this 29th day of August, 2012, at Lowell, Oregon, by the undersigned officers by the authority of and on behalf of the Lane County School District No. 71 Board of Education and the Lane Unified Bargaining Council.


FOR THE DISTRICT

FOR THE ASSOCIATION


Chairman of the Board 5/14/2014


President, LUBC


District Superintendent 5/14/2014


President, Lowell Education Assoc. 5-9-14

ADDENDUM A - ADDITIONAL EARLY RETIREMENT BENEFITS

A. For those teachers on the early retirement salary schedule, "Appendix B", who are unable to elect early retirement benefits during the term and under the conditions of Article 16 of the 2004/2007 contract, this addendum specifies benefits to be paid as follows:

1. A monthly stipend of \$300 will be paid for seven (7) years, or until the retiree reaches age sixty two (62), whichever comes sooner; and a monthly contribution toward the District's group insurance plan premium (one of the plans currently available to the active bargaining unit members in each year) of up to \$950 will be paid for ten (10) years, until the retiree reaches age 65 or until the retiree becomes Medicare eligible, whichever comes sooner. Teachers will be moved to the non-early retirement salary schedule, "Appendix A", beginning with the 2007-08 school year and beyond. Any premium cost over \$950 will be the responsibility of the retiree and will be deducted from the monthly stipend or paid by the retiree.

Upon the teacher's death, the monthly stipend payments will be paid to the surviving spouse or domestic partner of the teacher until seven (7) years of payments are made or the teacher would have reached the age of sixty two (62), whichever comes sooner.

In the event of the retired teacher's death prior to the age of sixty five (65) the following will apply:

If the surviving spouse or domestic partner of the retired teacher, at the time of the teacher's death, is not covered by Medicare, the District will continue to contribute the retiree's specified amount toward the monthly insurance premium for the remainder of the ten (10) years, or until the teacher would have reached sixty five (65) years of age, whichever comes sooner. If the spouse becomes eligible for Medicare during the ten (10) year period of time, the District contribution toward the insurance premium will be terminated at the point of eligibility.

2. For Glenda Green only, a monthly stipend of \$400 will be paid for seven (7) years or until Glenda Green reaches age sixty two (62), whichever comes sooner; plus, an additional \$950 will be paid monthly for ten (10) years, until Glenda Green reaches age sixty five (65) or until she becomes eligible for Medicare, whichever comes sooner. Glenda Green's eligibility will be determined under the eligibility criteria specified in Article 16, Sections A and D. Glenda Green would move to the non-early retirement salary schedule, "Appendix A", beginning the 2007/08 school year and beyond.
3. For Trudi Glander only, a monthly stipend of \$500 will be paid for seven (7) years or until Trudi Glander reaches age sixty two (62), whichever comes sooner; plus, an additional \$950 will be paid monthly for ten (10) years, until Trudi Glander reaches age sixty five (65) or until she becomes eligible for Medicare, whichever comes sooner. Trudi Glander would move to the non-early retirement salary schedule, "Appendix A", beginning with the 2007/08 school year and beyond.

For Glenda Green and Trudi Glander, in the event of their death prior to the age of sixty five (65), the following will apply: If the surviving spouse or domestic partner of the retired teacher at the time of the teacher's death, is not covered by Medicare, the District will continue to contribute the retiree's specified amounts for the duration of the retiree's

payment terms as specified in 2 and 3 above, or until the spouse reaches age sixty five (65), whichever comes sooner.

4. Upon the teacher's death, the monthly stipend payments will be paid to the surviving spouse or domestic partner of the teacher until seven (7) years of payments are made or the teacher would have reached the age of sixty two (62), whichever comes sooner.

In the event of the retired teacher's death prior to the age of sixty five (65) the following will apply: If the surviving spouse or domestic partner of the retired teacher, at the time of the teacher's death, is not covered by Medicare, the District will continue to contribute the retiree's specified amount toward the monthly insurance premium for the remainder of the ten (10) years, or until the teacher would have reached sixty five (65) years of age, whichever comes sooner. If the spouse becomes eligible for Medicare during the ten (10) year period of time, the District contribution toward the insurance premium will be terminated at the point of eligibility.

B. Eligibility

1. The early retirement option specified by this addendum is restricted to full-time teachers with at least ten (10) consecutive years of service in the District. Leaves of absence approved by the District will not constitute a break in service.
2. A teacher, aged 55 through 61, or upon reaching thirty (30) consecutive years of service may elect early retirement by giving sixty (60) days written notice to the District Office. An eligible teacher may retire upon the completion of a semester or the school year in progress at the time of the notice of election.

- C. This Addendum will be a part of this and subsequent Bargaining Agreements but the terms of the addendum will not be subject to re-negotiation.

**Lowell School District / Lowell Education Association
Appendix A-1: 2012-2013 Salary Schedule**

Step	BA	BA+25	BA+45	BA+60/M A	MA+25	MA+45
1	\$ 31,253	\$ 32,253	\$ 33,286	\$34,350	\$35,450	\$36,584
	1.00000	1.03200	1.06502	1.09910	1.13428	1.17057
2	\$ 32,315	\$ 33,349	\$ 34,416	\$ 35,518	\$ 36,655	\$ 37,829
	1.03400	1.06709	1.10123	1.13647	1.17284	1.21037
3	\$ 33,414	\$ 34,484	\$ 35,587	\$ 36,727	\$ 37,901	\$ 39,114
	1.06916	1.10337	1.13868	1.17511	1.21272	1.25153
4	\$ 34,551	\$ 35,656	\$ 36,798	\$ 37,974	\$ 39,190	\$ 40,444
	1.10551	1.14088	1.17739	1.21507	1.25395	1.29408
5	\$ 35,724	\$ 36,868	\$ 38,048	\$ 39,266	\$ 40,522	\$ 41,819
	1.14309	1.17967	1.21742	1.25638	1.29658	1.33808
6	\$ 36,940	\$ 38,122	\$ 39,343	\$ 40,601	\$ 41,900	\$ 43,214
	1.18196	1.21978	1.25882	1.29910	1.34067	1.38357
7	\$ 38,197	\$ 39,418	\$ 40,679	\$ 41,981	\$ 43,325	\$ 44,711
	1.22215	1.26126	1.30162	1.34327	1.38625	1.43061
8	\$ 39,495	\$ 40,758	\$ 42,063	\$ 43,408	\$ 44,798	\$ 46,231
	1.26370	1.30414	1.34587	1.38894	1.43338	1.47925
9	\$ 40,837	\$ 42,144	\$ 43,493	\$ 44,885	\$ 46,321	\$ 47,803
	1.30667	1.34848	1.39163	1.43616	1.48212	1.52955
10	\$ 42,226	\$ 43,577	\$ 44,971	\$ 46,411	\$ 47,895	\$ 49,429
	1.35109	1.39433	1.43895	1.48499	1.53251	1.58155
11	\$ 43,661	\$ 45,059	\$ 46,501	\$ 47,988	\$ 49,524	\$ 51,110
	1.39703	1.44173	1.48787	1.53548	1.58462	1.63532
12	\$ 45,146	\$ 46,590	\$ 48,082	\$ 49,620	\$ 51,208	\$ 52,847
	1.44453	1.49075	1.53846	1.58769	1.63849	1.69093
13	\$ 46,681	\$ 48,175	\$ 49,717	\$ 51,306	\$ 52,949	\$ 54,643
	1.49364	1.54114	1.59076	1.64167	1.69420	1.74842
14	\$ -	\$ 49,813	\$ 51,406	\$ 53,052	\$ 54,749	\$ 56,501
		1.59385	1.64485	1.69749	1.75181	1.80786
15	\$ -	\$ -	\$ 53,154	\$ 54,855	\$ 56,611	\$ 58,423
			1.70078	1.75520	1.81137	1.86933
16	\$ -	\$ -	\$ -	\$ 56,720	\$ 58,536	\$ 60,409
				1.81488	1.87295	1.93289

**Lowell School District / Lowell Education Association
Appendix B-1: Extra Duty Schedule 2012-2013**

<u>Position</u>	<u>Annual Compensation</u>
Athletic Director	\$2,500
Activities Director	\$2,500
Varsity Football Coach	\$2,500
Varsity Assistant Football Coach	\$1,500
Varsity Boys Basketball Coach	\$2,500
Varsity Girls Basketball Coach	\$2,500
Varsity Wrestling Coach	\$2,500
Varsity Baseball Coach	\$2,500
Varsity Softball Coach	\$2,500
Varsity Track Coach	\$2,500
Varsity Volleyball Coach	\$2,500
Music Events Director	\$1,500
Associated Student Body Director	\$1,500

Junior high coach and assistant positions are volunteer for the following: football, boys' basketball, girls' basketball, wrestling, track, and volleyball.

**Memorandum of Agreement
Between
Lowell School District, 71
And
Lowell Education Association
And
Lane Unified Bargaining Council**

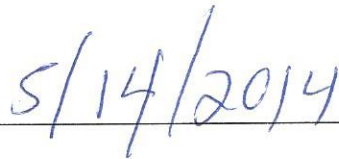
In accordance with Article 14-A-1-(a) and Article 15-A-(1) of the 2012-2015 Licensed Collective Bargaining Agreement, the District, the Association and the Bargaining Council agree to the following:

1. The 2012-2013 Salary Schedule shall be increased by 3%, retroactive to the start of the 2013-2014 school year.
2. The District insurance contribution for 2013-2014 shall remain at \$1,108 per month.

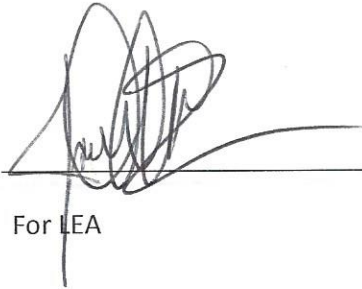
A copy of the 2013-2014 Salary Schedule, reflecting the 3% increase, is attached to this agreement as Appendix A-1 and is, by reference, incorporated herein.



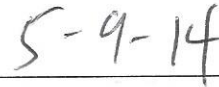
For the District



Date



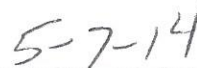
For LEA



Date



For LUBC



Date

Lowell School District / Lowell Education Association

Appendix A-1: 2013-2014 Salary Schedule

Step	BA	BA+25	BA+45	BA+60/MA	MA+25	MA+45
1	\$ 32,191	\$ 33,221	\$ 34,284	\$35,381	\$36,513	\$37,681
	1.00000	1.03200	1.06502	1.09910	1.13428	1.17057
2	\$ 33,285	\$ 34,350	\$ 35,449	\$ 36,584	\$ 37,754	\$ 38,963
	1.03400	1.06709	1.10123	1.13647	1.17284	1.21037
3	\$ 34,417	\$ 35,518	\$ 36,655	\$ 37,827	\$ 39,038	\$ 40,287
	1.06916	1.10337	1.13868	1.17511	1.21272	1.25153
4	\$ 35,587	\$ 36,726	\$ 37,901	\$ 39,114	\$ 40,365	\$ 41,657
	1.10551	1.14088	1.17739	1.21507	1.25395	1.29408
5	\$ 36,797	\$ 37,974	\$ 39,189	\$ 40,444	\$ 41,738	\$ 43,074
	1.14309	1.17967	1.21742	1.25638	1.29658	1.33808
6	\$ 38,048	\$ 39,265	\$ 40,522	\$ 41,819	\$ 43,157	\$ 44,538
	1.18196	1.21978	1.25882	1.29910	1.34067	1.38357
7	\$ 39,342	\$ 40,601	\$ 41,900	\$ 43,241	\$ 44,624	\$ 46,052
	1.22215	1.26126	1.30162	1.34327	1.38625	1.43061
8	\$ 40,679	\$ 41,981	\$ 43,324	\$ 44,711	\$ 46,141	\$ 47,618
	1.26370	1.30414	1.34587	1.38894	1.43338	1.47925
9	\$ 42,062	\$ 43,408	\$ 44,797	\$ 46,231	\$ 47,710	\$ 49,237
	1.30667	1.34848	1.39163	1.43616	1.48212	1.52955
10	\$ 43,492	\$ 44,884	\$ 46,321	\$ 47,803	\$ 49,332	\$ 50,911
	1.35109	1.39433	1.43895	1.48499	1.53251	1.58155
11	\$ 44,971	\$ 46,410	\$ 47,895	\$ 49,428	\$ 51,010	\$ 52,642
	1.39703	1.44173	1.48787	1.53548	1.58462	1.63532
12	\$ 46,500	\$ 47,988	\$ 49,524	\$ 51,109	\$ 52,744	\$ 54,432
	1.44453	1.49075	1.53846	1.58769	1.63849	1.69093
13	\$ 48,081	\$ 49,610	\$ 51,208	\$ 52,846	\$ 54,537	\$ 56,283
	1.49364	1.54114	1.59076	1.64167	1.69420	1.74842
14	\$ -	\$ 51,307	\$ 52,949	\$ 54,643	\$ 56,392	\$ 58,196
		1.59385	1.64485	1.69749	1.75181	1.80786
15	\$ -	\$ -	\$ 54,749	\$ 56,501	\$ 58,309	\$ 60,175
			1.70078	1.75520	1.81137	1.86933
16	\$ -	\$ -	\$ -	\$ 58,422	\$ 60,291	\$ 62,221
				1.81488	1.87295	1.93289