

**LEBANON COMMUNITY SCHOOL DISTRICT
SCHOOL BOARD SPECIAL MEETING
Lebanon School District Office
485 S. 5th St. Lebanon, OR 97355
February 25, 2016**

A. CALL TO ORDER/WELCOME/FLAG SALUTE– 5:45 p.m. District Office Board Room

Liz Alperin
Richard Borden
Jerry Williams
Michael Martin
Russ McUne

B. PUBLIC COMMENT

C. HUMAN RESOURCES

1. **Action:** Ratification of the 2015-2017 Certified Bargaining Agreement (Enclosure C-1)

E. ADJOURN

**Tentative Agreement
Between
Lebanon School District
And
Lebanon Education Association**

The Lebanon School District and Lebanon Education Association have reached a tentative agreement to maintain the current contract language from the 2013-2015 collective bargaining agreement on the following articles for the 2015 collective bargaining cycle:

- Article 2 – Negotiation of Successor Agreement
- Article 3 – Grievance Procedure
- Article 7 – Transportation Reimbursement
- Article 8 – Strikes and Lockouts
- Article 9 – District Rights
- Article 10 – Vacancies/Transfers/Assignments
- Article 12 – Complaint Procedure
- Article 15 – Unpaid Leaves of Absence
- Article 16 – Professional Development and Educational Improvement
- Article 18 – Academic Freedom
- Article 19 – Personnel Files
- Article 20 – Dues and Payroll Deductions
- Article 21 – Fair Share Agreement
- Article 23 – Association Rights
- Article 24 – Post Retirement Employment
- Article 25 – Layoff and Recall
- Article 26 – Nondiscrimination
- Article 27 – Health and Safety
- Article 28 – Site-Based Decision Making
- Article 31 – Extra-Duty Assignments
- Article 32 - Sick Leave Bank


This tentative agreement is subject to all normal rules and expectations governing tentative agreements under Oregon's Public Employee Collective Bargaining Act (PECBA).



For Lebanon School District

4/6/15

April 6, 2015



For Lebanon Education Association

4/6/15

April 6, 2015

TA Russell Mum 2-16-16 14⁰⁰
Maureen Twomey 2-16-16

Lebanon School District

and

Lebanon Education Association

2013-2015-2017

Agreement

The parties agree ~~the~~ all employees will turn in their comp time prior to ratification of this Agreement in order to equalize the payout for all teachers (Date to be determined later)

TA RM 2-16-16
District



Association

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**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE LEBANON EDUCATION ASSOCIATION
AND
LEBANON COMMUNITY SCHOOL DISTRICT NO. 9**

2013-2015-2015-2017

This Agreement entered into this _____ first day of July _____, by and between the Lebanon Education Association, hereinafter called the Association, and School District No. 9, Lebanon, Linn County, Oregon, hereinafter called the District or the Board.

WITNESSETH

WHEREAS the parties have reached certain understandings, which they desire to confirm, the following contractual articles are agreed upon and confirmed as of this date:

LEBANON EDUCATION ASSOCIATION: LEBANON COMMUNITY SCHOOL DISTRICT
NO.9:

President, Lebanon Education Association

District No. 9 Board Chairman

Negotiating Team Member, Chairperson

Superintendent/Clerk

Date

Date

Article 1 – Status & Duration Agreement

- A. The Board recognizes the Association as the exclusive bargaining representative on wages, hours and conditions of employment for all regular full-time and regular part-time licensed teaching personnel, athletic trainers, interpreters and nurses in the appropriate bargaining unit, excluding temporary employees of less than forty-five (45) continuous contract working days and supervisory, substitute, and confidential employees. The forty-five (45) day eligibility requirement, however, is waived for current employees who take PERS retirement, then are rehired to complete the school year in which they retire.
- B. The purpose of this article is to recognize the right of the bargaining agent to represent teachers in the bargaining unit in negotiations with the Board. Granting of recognition is not to be construed as obligating the Board in any way to continue any functions except as provided by the conditions of this contract.
- C. The Association recognizes the Board as the duly elected representative of the people and agrees to negotiate only with the Board through the negotiating agent or agents officially designated by the Board to act on its behalf. The terms of this paragraph shall not be subject to binding arbitration under the terms of the grievance procedure but instead will be subject to enforcement by the Oregon Employment Relations Board.
- D. The provisions of this Agreement take precedence over inconsistent provisions of individual teacher contracts.
- E. This Agreement shall not be modified in whole or in part by the parties except by an instrument, in writing, duly executed by both parties.
- F. An electronic copy of the contract will be posted in a clearly marked location on the district web page. Hard copies of the complete master contract shall be made available to any teacher who requests one. The date for distribution shall be determined each year by mutual agreement. The memorandum of new agreements will be available within fifteen (15) days after ratification by both parties.
- G. This Agreement shall be effective on July 1, ~~2013~~ 2015, or upon ratification, whichever is later, and shall continue in effect until June 30, ~~2015~~ 2017. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.
- H. The 2015-2016 salary schedule and the extra duty salary schedule shall be retroactive to July 1, 2015. All other compensation in this Agreement will go into effect upon the date of ratification of this 2015-2017 Agreement.

Article 4 – Rights of Professional Employees

A. Required Meetings or Hearings

1. If, in a meeting, an employee decides that a possible disciplinary or dismissal action may be a result, the employee may elect to have LEA, OEA or personal attorney representation. If an employee chooses to have a representative, the meeting shall be discontinued and rescheduled within twenty-four (24) hours.
2. At a requested meeting in which disciplinary or dismissal action is actually to be taken, a twenty-four (24) hour notice will be given to the employee so he/she can have representation if he/she so desires.
3. In situations, which warrant immediate disciplinary action, advance notice will not be required.

B. Evaluation of Students

Teachers will have the freedom to determine student grades. Grades will not be changed without the consent of the teacher unless criteria for the grade is not consistent with building policy or is not consistent with Oregon Administrative Rules, state and/or federal law, including I.D.E.A. or Section 504.

C. Association Identification

No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

D. Just Cause

1. The Association recognizes the right of the Board to establish and enforce rules and regulations not in conflict with this Agreement and to discipline professional employees for violation of these rules and regulations. However, no employee will be disciplined without just cause and unless the generally accepted rights of due process are protected. Just cause and due process in this Agreement mean:
 - a. The employee is given forewarning or foreknowledge of the possible or probable disciplinary consequences of his/her conduct. Certain offenses, such as insubordination, coming to work intoxicated, drinking intoxicating beverages on the job, or theft of the property of the District or of fellow employees, are so serious that any employee may properly be expected to know already that such conduct is offensive and punishable.
 - b. There will be an investigation conducted fairly and objectively of the charges before any discipline is administered.

- c. The District=s rule was reasonably related to a) the orderly, efficient, and safe operation of the District=s business; and b) the performance that the District might properly expect of the employee.
 - d. The District, before administering discipline to an employee, will make an effort to discover whether the employee did in fact violate or disobey a rule or order of the District.
 - e. The investigation will provide substantial evidence or proof that an employee is guilty as charged.
 - f. The penalty will be reasonably related to the seriousness of the offense and the record of the employee in his/her service with the District
 - g. The District has applied its rules, orders, and penalties evenhandedly and without discrimination to all employees.
- 2. Section E (1) shall not apply to the dismissal or non-extension of a contract teacher, it being the intent of the parties that dismissal or non-extension of a contract teacher shall be covered solely by the Accountability for Schools for the 21st Century Law.
 - 3. Section E (1) shall not apply to the dismissal of a probationary teacher or the nonrenewal of a probationary teacher=s contract, it being the intent of the parties that solely the provisions of the Accountability shall govern dismissals and non-renewals of probationary teachers for Schools for the 21st Century Law.

E. Due Process for Extra-Duty Assignments

Extra-duty discipline and contract non-renewals shall be explicitly excluded from the provisions of Section E, Just Cause, above. Extra-duty discipline and contract non-renewals, instead, shall be subject to due process. For this purpose, due process is defined as:

- 1. Notice of the reasons for the discipline or nonrenewal.
- 2. A meeting with the supervisor prior to final action being taken on the discipline or nonrenewal.
- 3. The right of representation for the employee during all of this process.

F. Personal Life

The personal life of an employee will not be a concern of the District unless it adversely affects his/her fitness for or performance of his/her duties or his/her role as an employee in the District. In such instances, an employee shall be advised of the reasons why the District believes his/her personal life is affecting his/her role as an employee and the possibility of disciplinary action if such conduct continues.

Article 5 – Teacher Work Year

- A. A calendar committee comprised of no more than four LEA representatives, four LESPA representatives, and four District representatives will meet by ~~March 15th~~ February 15th to begin reviewing the proposed calendar for the following school year. The calendar committee shall submit at least one calendar proposal to the Board for review by ~~April 15th~~ March 15th. The Board reserves the right to establish the District and school calendar(s).

The calendar committee shall revisit the concept of one early dismissal per week at the elementary level for the 2014-2015 school year during each annual calendar committee cycle.

- B. The work year shall be one hundred and ninety- one (191) bargaining unit member contract days except as provided in this agreement (see Section E, below). The work year shall include up to ~~five-four~~ (54) staff development/parent conference days and 173 student contact days.
- C. During the August in-service week, the District shall provide one (1) day of uninterrupted classroom preparation on the last day of in-service and an additional ~~eight~~ seven (87) hours of uninterrupted classroom preparation, in minimum blocks of ~~four three and a half~~ (43.5) hours. The District shall also provide two (2) days between semesters at the secondary level and ~~one two~~ (12) at the elementary level, and three (3) other days of uninterrupted classroom preparation except in cases where emergency situations arise or upon mutual agreement with the building teaching staff. There will be ~~two three~~ (23) parent-teacher conference days at the secondary level and three (3) parent-teacher conference days at the elementary level.
- D. District paid holidays will include: Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, Martin Luther King Jr. Day, President's Day, and Memorial Day.
- E. Bargaining unit members who work under extended contracts will be compensated according to each individual's contracted pay rate for any days, or portion of a day, the District requires them to work in excess of the agreed-upon contract year (as per Section B above).
- F. Notwithstanding Section E, above, curriculum development work, as authorized by the District outside the normal workday or work year, shall be compensated at twenty-five (\$205) dollars per hour.

Each course revision or development must be pre-approved by the Superintendent or designee who will determine the level of compensation for the prescribed work.

Each employee performing pre-approved curriculum development work as described above will be issued a written statement approving and specifying the quantity and quality of work to be done and stating the level of compensation. The Superintendent or designee and the employee will sign the written statement.

Once the specified work is completed and approved by the District, the stipend will be paid in full.

- G. Notwithstanding any of the provisions of this Agreement, the District chooses to close its schools, shorten the school year, reduce the number of teacher workdays and proportionately reduce teacher salary the District will bargain the impact with the Association. The District and the Association shall utilize the provisions of ORS 243.698.

Article 6 – Teaching Hours and Teaching Load

A. Work Schedule

It is recognized that bargaining unit members work more than eight (8) hours per day and more than forty (40) hours per week for the purpose of fulfilling their professional responsibility.

1. Licensed staff will be present to perform assigned duties as determined by the site/program administrator. In addition to being present on the work site to perform assigned duties, ~~the site-based administration and/or site-based decision committee may will identify common attendance times when all licensed employees will be present at the work site. Changes in meeting times will require one (1) week notice except in cases of emergency. Exception: The common attendance time for a single secondary professional development day and for a single elementary professional development day within an academic year will be 7:45 a.m.-3:45 p.m., should those district professional development days be included in the academic year calendar.~~
2. Licensed staff will be reasonably available to meet with others as necessary, and will communicate with parents, students and other staff about their particular times of availability to discuss educational issues, student performance and other matters.
3. ~~It is not the intent of this Agreement or article to require bargaining unit members to regularly work beyond an eight (8) hour day. The District shall not require licensed staff to work beyond the regular work day at evening events more than two (2) times during a school year. Licensed staff may be required to work beyond the regular eight (8) hour work day at evening events up to three (3) times per year. These three evening events include evening conferences. Nothing in this Article prohibits teachers from volunteering.~~
 - a. ~~These evening events are in addition to any evening events associated with a bargaining unit member's extra duty contract. Evening events will conclude at least 11 hours prior to the next licensed staff reporting time. These evening events are in addition to any evening events associated with a bargaining unit member's extra duty contract.~~
4. The employee's normal workweek shall consist of 40 hours inclusive of a daily minimum of 30 minutes duty free lunch. Teacher work time will be established by district administration according to individual school times and schedules. If a teacher needs to leave the building during the school day common attendance times, the employee will need to get prior approval from administration notify office staff or administration so that their whereabouts will be noted in case of emergency.
5. ~~When an employee is asked or required to extend his/her workday beyond the regular eight hours for required meetings including staff, parent, and IEP meetings, the employee shall accrue flex time. The employee shall not accrue flex time for working the evening events referenced in number 3 above. The District Level Labor Management committee will establish a process for tracking flex time accrual and usage.~~
5. On a preparation or grading day, the employee will work in the building for eight (8) hours per day. The employee will notify administration if he/she is working outside of the school's building hours.
6. It is not the intent of this article to reduce or extend the eight (8) hour workday on a regular basis.

B. Teaching Load

1. Bargaining unit members shall not be required to exceed six (6) hours of instruction per day. If the District wishes to implement a schedule in a building or program that will alter six (6) hours per day of instruction, the District will bargain the proposed schedule changes with the Association.
2. Elementary teachers shall not be required to teach continuously for more than two and one-half (2-1/2) hours.
3. The parties agree to teaching schedules that meet at least the minimum instructional hours required by State Board of Education administrative rules.
4. Service on building or District committees is voluntary. However, this does not apply to staffing or IEP meetings.

C. Preparation Time

1. All full-time teachers shall receive a minimum of two hundred forty (240) minutes of uninterrupted preparation time per normal work week which includes a minimum of thirty (30) minutes per day. Preparation time will be assigned in blocks of time of no less than thirty (30) minutes each day. Ninety (90) minutes of the allocated 240 minutes of weekly preparation time to take place within the student contact day in all elementary schools, including the secondary school levels where members teach in self-contained classrooms. In addition, all full-time elementary teachers shall also receive one hundred twenty (120) minutes of uninterrupted preparation time per month on one or two early release days.
 - a. All secondary teachers with multiple periods will receive one (1) full preparation period daily on regular school days.
2. Bargaining unit members will not be assigned supervision duties for more than 30 minutes per normal week. Teachers may request to have their supervision time bundled into portions not to exceed a total of 1080 minutes. Supervising students in transition between activities (e.g. passing time; to and from cafeteria, recess assemblies, buses, etc.) shall not be included in the 30 minute limit nor shall it be considered instructional time under section B above.
3. Required meeting times for individual bargaining unit members shall not exceed ninety (90) minutes per week, not including IEP meetings. Required meeting times may not require attendance of all licensed staff.
4. **Counselors, Itinerant Teachers, Special Education Teachers, Title I Teachers, Media Specialists**

Counselors, itinerant teachers, special education teachers, Title I teachers and media specialists will receive the same total number of preparation minutes as other bargaining unit members

designated in sections C.1. It is agreed that counselors, itinerant teachers, special education teachers, Title I teachers and media specialists can better serve students if their preparation time remains flexible and is self-assigned with the approval of their immediate supervisor.

5. Part Time Employees

Employees working less than full time will have a prorated amount of preparation time, based on the employees' percentage of full time work. This preparation time will occur may be counted in blocks of no less than thirty (30) minutes. blocks of continuous and uninterrupted time for all teachers.

D. Preparation Time Compensation

1. Bargaining Unit Members

A bargaining unit member is under no obligation to perform teaching duties during his or her preparation time. If the bargaining unit member is asked to perform teaching duties during his/her prep time, the District shall credit that teacher with compensation on a minute-for-minute basis. The principal's office will record compensation time.

2. District Compensation

Compensation time accrued by bargaining unit members may be taken in the following manner: (1) one-half or full day blocks of released time when a substitute is necessary; or (2) fifteen (15) minute increments when either another bargaining unit within the building substitutes or no substitute is necessary or (3) the teacher will be compensated at the rate of ~~twenty~~ thirty dollars (\$~~20~~30.00) per hour for time accrued if compensation time is not taken. Such monetary compensation will be paid by June 30 of each year.

A bargaining unit member shall accrue the compensation time prior to using it. Eight (8) hours of accrued compensation time shall equal one full-day block.

3. Building Level Labor-Management Committees

Each building principal will establish a building level labor-management committee. Any employee concerns regarding inequities on workload or assignment will be forwarded to the building representative for discussion at these monthly meetings. If the committee cannot reach a consensus resolution, or if the complainant is unsatisfied with the resolution, then the issue will be forwarded to the district-level labor management committee for discussion. If there is no consensus, the Superintendent will make the final decision. The decision of the Superintendent is final and not subject to the grievance procedure.

E. Extra Class Compensation

Bargaining unit members who agree to teach beyond the standard instructional time for their assignment will be compensated at a rate of ~~twenty (\$20.00) dollars per hour~~ the employee's daily rate divided by eight (8).

F. Specialist Substitutes

No bargaining unit members shall be required to substitute for a specialist.

Article 11 – Evaluation

A. The purpose of the evaluation is to allow the teacher and the District to determine the teacher=s development and growth in the teaching profession and to evaluate the performance of the teaching responsibilities.

B. All bargaining unit members will be provided with electronic and/or hard copies of evaluation policies, procedure, criteria and forms. The District will make one hard copy available in each school.

The District will not seek out student opinions on an initial basis for the sole purpose of evaluating a teacher. No data gathering for evaluations will be done through eavesdropping.

C. A pre-evaluation conference shall be arranged to establish performance goals (targets) based upon job description and performance standards and any other concerns or basis for evaluation the District wishes to consider.

D. All evaluations shall be in writing and, in part, be based upon written criteria that include the performance goals (targets) as well as any other concerns or basis for evaluation the District wishes to consider.

E. A post-evaluation interview shall be mutually scheduled to discuss the results of the evaluation. Post-observation feedback will be provided to the teacher no later than ten (10) school days following a pre-arranged observation.

F. A copy of written evaluations shall be submitted to the bargaining unit member who will sign the evaluation and return a copy to the administration for placement in the teacher=s personnel file. The signature of the teacher is an indication that he/she has read the evaluation.

G. A bargaining unit member may put his/her written objections to the written evaluation in writing and have it attached to the evaluation report.

H. If a teacher is determined by the District to need a written program of assistance for improvement, such shall be given to the teacher and discussed. During discussion of the program of assistance the employee shall be allowed input, but the District may still implement the program of assistance immediately. The program shall be in writing and shall include as a minimum:

A. An explanation of adaptations and improvements necessary to meet the changing demands of the Oregon Educational Act for the 21st Century (ORS chapter 329), if applicable;

B. Specific deficiencies in the teacher=s conduct or performance with pertinent documentation and/or rationale;

C. Corrective steps that the teacher may pursue to overcome or correct the deficiencies;

D. Assessment techniques by which the District will measure and determine whether the teacher has sufficiently corrected the deficiencies to meet District standards;

E. The District may list the types of assistance to be provided to the teacher in accordance with the program, but the District is not required to make such a list.

- I. When a written program of assistance for improvement is completed, the District shall notify the bargaining unit member in writing of satisfactory or unsatisfactory completion. Satisfactory completion of a program of assistance for improvement does not guarantee renewal.
- J. Bargaining unit members may have representation in a year-end evaluation conference if the unit member has reason to believe that the conference will indicate inadequacies in performance and/or may lead to a program of assistance for improvement. Bargaining unit members may have Association representation in all program of assistance for improvement conferences.

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Article 13 – Sick Leave and Family Death Benefits

A. Teachers may utilize sick leave for an absence from duty due to personal illness or injury or for medical/dental appointments. Accumulated sick leave may also be used for parental leave or for family medical leave pursuant to statute as per Section A, Subsection 4, below.

1. All teachers shall be granted ten (10) days= sick leave during each school year pursuant to ORS 332.507. For teachers hired for less than a full year, sick leave will be prorated at one (1) day per contracted month. Such sick leave shall be credited to said teachers on the first day of active teaching service. Teachers who are on extended contracts up through two (2) weeks shall receive one-half (2) day sick leave, beyond that he/she shall receive one (1) full day.
2. The accumulation of unused sick leave days shall be unlimited.
3. For an extended illness of five (5) consecutive days or more, a physician=s written verification of illness must be filed with the Assistant Superintendent.
4. Up to sixty (60) days of accumulated sick leave may be used annually for absences due to illnesses of the teacher=s immediate family or for family medical leave pursuant to statute if such use is identified in writing to the District. AImmediate family@ shall be interpreted to mean those individuals, as determined by FMLA/OFLA, to be family members.

B. Bereavement

All employees who are assigned on a regular basis during the school year shall be eligible for up to five (5) days= leave one (1) time every two (2) years and any other occurrence shall be eligible for three (3) days= leave per occurrence due to mental anguish caused by the death of those individuals, as determined by FMLA/OFLA, to be immediate family members including siblings, siblings-in-law and children-in-law or member of his/her family living in the household to enable the employees to be near members of the immediate family during an emergency.

In addition to these benefits, the District shall comply with the Oregon Family Leave Act (OFLA). The paid bereavement leave in this section shall run concurrently with the bereavement leave provisions under OFLA.

The definition of family members in the first stanza of this section is different under OFLA. The bereavement leave under OFLA will apply only for family members listed under the law.

C. Extensions

Extensions of paid leave for emergency situations may be made with the approval of the Superintendent.

D. Notification of Accumulated Sick Leave

By November 1 of each year, each teacher shall be given a written account of his/her use and accumulation of sick leave.

E. Transfer of Sick Leave

A maximum of seventy-five (75) days= sick leave accumulated during employment in another Oregon school district will be credited upon written verification from the other district as per ORS 332.507 (4).

F. Workers= Compensation

When an employee is injured while performing his/her job duties and qualifies for Workers= Compensation benefits, the employee may:

- F. Elect to receive only Workers= Compensation benefits and not use any of his/her accumulated sick leave; or
- G. Elect to receive Workers= Compensation benefits and use his/her accumulated sick leave to make up the difference between the amount of the Workers= Compensation benefits received and his/her normal salary or hourly wage. Accumulated sick leave may be used in this manner until depleted, at which time the employee will be eligible to receive only Workers= Compensation benefits, if any remain available.

Article 14 – Other Paid Leaves of Absence

A. Personal Leave

A total of three (3) days of noncumulative paid leave per year without explanation shall be granted.

1. The immediate supervisor shall have the authority to control the number of teachers in excess of ten percent (10%) of the teachers per site (rounded to the nearest whole number) or one (1) teacher to be granted leave for any one day per site, whichever is greater.
2. This leave must be taken in no less than 15 minute increments of time.
3. Such leaves must be verified in writing and scheduled in advance through the immediate supervisor unless an emergency is such that advanced scheduling is not practical.

B. Inclement Weather

When schools are closed for natural disasters (e.g., fire, flood, snow, storms) and students are not required to attend, staff members will not be required to report and will not suffer a loss in pay. However, the District reserves the right to make up all days lost with no additional pay to the employee.

C. Legal

Paid leave, as necessary for appearances in legal proceedings for jury duty or where the teacher is subpoenaed, shall be granted. Any compensation received from duty other than Association hearings, except for reimbursement of out-of-pocket expenses such as mileage, shall be subtracted from the teacher's salary. An exception shall be made in cases of subpoena, other than by the District, as a witness in Association hearings or Association legal proceedings. In such cases, the teachers shall not receive District pay for time lost.

Article 17 – Maintenance of Classroom Control and Discipline

- A. The building principal will provide the teachers with the written building discipline procedure at the beginning of each school year. Teachers and administrators shall adhere to the procedure.
- B. School principals will meet with employees annually to establish and/or review building disciplinary standards and procedures to ensure uniform enforcement of building standards.
- C. Students who pose a threat to the physical safety of the teacher or other students may be temporarily removed from the class and a safety report shall be submitted, in writing, to the immediate supervisor.
- D. Notwithstanding this article, disciplinary actions regarding I.D.E.A. or Section 504 students will be handled as per guidelines from their I.E.P. or according to legal requirements or for other students pursuant to their Behavior Management Plan/Safety Support Plan.

Article 22 – Insurance Program

- A. Effective on the insurance anniversary date the District will contribute up to the following amounts per month in the following specified years for each full-time employee towards insurance premiums which will include medical, dental, and vision plans and may include life and LTD plans.

2013-2015-2017: Up to The District will contribute up to \$1,075 per month towards the employee's insurance premium, with an insurance savings plan (HRA) made available to eligible members who can provide evidence of group medical insurance.

Employees who can provide evidence of other group medical insurance plan participation, may elect to opt-out of the District offered medical insurance plans and receive fifty percent (50%) of the unused contribution cap into a Health Reimbursement Account (HRA).

B. Part-Time Employees

The District shall provide an insurance premium contribution in an amount of money equal to the ratio of the teachers' full-time equivalency (FTE). Persons working less than one-half (1/2) time are not eligible for benefits.

C. COBRA Benefits

Pursuant to federal law, if an employee, or family member(s) of an employee, becomes eligible for continuation of benefits under the COBRA law, the affected person(s) may choose which part(s) of the insurance coverage and rates they wish to continue under the COBRA law. The affected employee will be notified by the District of COBRA eligibility prior to the discontinuance of eligibility through the District's insurance program. An individual selecting benefit under the COBRA law will be responsible for paying the applicable premiums.

D. Maintenance of Benefits

1. The District shall make payment of insurance contributions for all persons to assure insurance coverage for the ~~full twelve (12) month period~~ plan year, even though the employee may not be returning the next year. New employees hired during the school year will be covered on the first date possible under the insurance carrier guidelines.
2. In the event an employee is terminated or resigns during the school year, the insurance shall be continued until the employee has received the pro-rated portion of the twelve (12) month insurance year earned at the time of termination or resignation.
3. If the employee dies during or after the completion of the school year, the District shall continue payments for the applicable dependent benefits through September 30 of that year.

E. Enrollment and Insurance Information

1. An open enrollment period will be provided annually.
2. The District shall make insurance information available including applications.

- F. In the event the amount paid by the District toward the premiums of health insurance for each eligible employee is less than the actual cost of that insurance, then each affected employee shall pay the difference through payroll deduction through a Section 125 program

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Lebanon School District
Tentative Agreement
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Article 29 – Distance Learning

- A. The District retains the right to offer courses through distance learning. The District has no obligation to negotiate with the Association on any aspect of these course offerings so long as no current bargaining unit member is laid off as a direct result of these courses.

The District agrees to negotiate with the Association over both the decision to offer and the impact of offering courses through distance learning in cases when such courses would directly cause a member of the bargaining unit to be laid off. Negotiations shall commence upon a written demand to bargain given to the District within thirty (30) days of the notice of the layoff. In such case the parties agree to use the provisions of ORS 243.698 to conduct negotiations.

Article 30 – Salary Schedule

- A. Bargaining unit members will receive credit for all public school experience (minus one year of experience) outside the District for purposes of initial placement on the salary schedule. The District retains the right to grant credit for private experience.
- B. Payday will be on the 25th of each month.
- C. Each teacher on annual contract shall be paid in twelve (12) “close to equal” payments.
- D. The Lebanon Education Association will appoint a four-member Credit Review Committee. The committee will meet at least annually to review teacher applications for District-approved credit courses. The committee for horizontal salary schedule movement must approve such applications before District approval is granted.
- E. PERS
 - 1. During the term of this Agreement, the District will participate in the public employee retirement plans as required in statute for PERS/OPSRP that are as applicable to the employees in the bargaining unit.
 - 2. In addition, the District will comply with any statutory or administrative rule changes, which are enacted during the life of this agreement. Any changes in the public employee retirement plans which are enacted during the life of this Agreement by statute or administrative rule, will apply to the employees covered by those plans.
 - 3. The District does not agree to provide employees any particular level or type of retirement benefit, but only to participate in the public employee’s retirement plans and make contributions as required by law.
 - 4. To the extent allowed by law, retiring employees will receive credit for unused sick leave for the purpose of calculating final average salary for PERS retirement benefits.
 - 5. The District will contribute the pickup of six percent (6%) of each employee’s salary as defined in statute for PERS/OPSRP for that public employee retirement plan.

F. Salary

1. Step Advancement

There will be step advancement for those eligible teachers who worked a minimum of 135 contract days in the prior school year.

The parties agree that upon ratification of this Agreement the 2014-2015 salary schedule shall be modified in the following manner:

in 2015-2016
NSH 2-16-16
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2-16-16
2-16-16
Individuals currently on Step 1 of the 2014-2015 salary schedule shall be placed on Step 2 of the 2015-2016 salary schedule. All other employees shall remain on their proper step placement. The 2015-2016 salary schedule shall be increased by three percent (3%) from the 2014-2015 salary schedule. Step 1 will still be on the salary schedule, but no new or current employees shall be placed on Step 1 and the cells will contain a strikethrough. Each step is calculated at 2.75% vertical increase from the previous step beginning with Step 1.

15-16
NSH 2-16-16
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All current employees on Step 1 and Step 2 of the 2014-2015 salary schedule shall be combined onto Step 2 of the new salary schedule. There will no longer be a Step 1 on the 2015-2016 salary schedule or any salary schedule in the future.

Steps 22-24 on the 2014-2015 salary schedule are being permanently removed from the 2015-2016 salary schedule and all salary schedules in the future.

Employees shall receive retroactive pay for the salary increase only as a result of the 2015-2016 modified salary schedule (Appendix D) as described above with the first payroll issued following ratification of the Agreement by the District and Association.

2. A salary increase of 3.0% (three percent) shall be placed on the 2015-2016 salary schedule on July 1, 2016 and be referred to as the 2016-2017 salary schedule (Appendix E).
23. The District will pay each member of the bargaining unit a base salary in accordance with the salary schedule found in Appendix D.
34. National Board Certification
 - a. Teachers who receive a NBPTS Certification will be paid an additional \$2,000 per year for the life of the certification provided the teachers remain employed with the District.
 - b. Speech Language Pathologists (SLPs) who receive their National Certification will be paid an additional \$2,000 per year for the life of the certification provided the SLPs remain employed with the District.
5. Special Education teachers will receive 10 additional paperwork days or an additional \$2,000 stipend to complete the additional requirements of special education paperwork, or a combination thereof, but not both. For example, a special education teacher could use five (5) additional paperwork days and receive \$1,000 stipend.

G. Nurses, Interpreters and Athletic Trainers

Nurses, interpreters and athletic trainers who do not hold a Bachelor's Degree shall be placed on the Non-BA column at the step, which they have earned by virtue of their experience. If the employee has earned a Bachelor's Degree the employee shall be placed on the Bachelor's Degree column. Nurses, interpreters and athletic trainers shall not be eligible for horizontal movement beyond the Bachelor's Degree column.

H. If the regular teaching contract is extended beyond the normal work year (191 days), the daily rate of pay

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Appendix B – Extra Duty Positions High School Level

| BUDGETED POSITIONS | 2013-2015 SALARY* | NOTES |
|--------------------------------|-------------------|---------------------------------------|
| Athletic Trainer | | per season |
| Activities Coordinator | \$ 6,012.00 | |
| Class Advisor – Junior | \$ 1,432.00 | |
| Class Advisor – Senior | \$ 1,432.00 | |
| Class Advisor - Graduation | \$ 1,432.00 | |
| Club Advisor – VICA | \$ 1,432.00 | |
| Club Advisor – DECA | \$ 1,432.00 | |
| Club Advisor - Equine Team | \$ 1,432.00 | |
| FFA/Vocational Ag Assistant | \$ 4,810.00 | |
| FFA/Vocational Ag Head | \$ 6,012.00 | |
| Annual Head | \$ 3,149.00 | |
| Drama Head | \$ 6,012.00 | |
| Newspaper Head | \$ 3,149.00 | |
| Instrumental Music | \$ 6,299.00 | |
| National Honor Society | \$ 1,432.00 | |
| Student Store Advisor | \$ 3,149.00 | per year |
| | \$ -2,290.00 | |
| Vocal Music | \$ 4,295.00 | |
| Athletic Director | \$ 15,000.00 | 3 seasons @ \$5,000 each |
| Baseball Assistant | \$ 7,000.00 | 2 asst. @ \$3,500 each |
| Baseball Head (Spring) | \$ 5,500.00 | |
| Basketball Boys Assistant | \$ 7,000.00 | 2 asst. @ \$3,500 each |
| Basketball Boys Head (Winter) | \$ 5,500.00 | |
| Basketball Girls Assistant | \$ 7,000.00 | 2 asst. @ \$3,500 each |
| Basketball Girls Head (Winter) | \$ 5,500.00 | |
| Cross Country Assistant | \$ 1,500.00 | |
| Cross Country Head (Fall) | \$ 5,000.00 | |
| Dance/Drill Team Head | \$ 7,000.00 | Fall/Winter co-coaches @ \$3,500 each |
| Golf Boys' Head (Spring) | \$ 3,000.00 | |
| Golf Girls' Head (Spring) | \$ 3,000.00 | |
| Football Assistant | \$ 24,500.00 | 7 asst. @ \$3,500 each |
| Football Head (Fall) | \$ 6,000.00 | |
| Rally Head | \$ 7,000.00 | 2 seasons @ \$3,500 each |
| Soccer Boys Assistant | \$ 3,500.00 | |
| Soccer Boys Head (Fall) | \$ 4,500.00 | |
| Soccer Girls Assistant | \$ 3,500.00 | |
| Soccer Girls Head (Fall) | \$ 4,500.00 | |
| Softball Assistant | \$ 3,500.00 | |
| Softball Head (Spring) | \$ 5,500.00 | |
| Swimming Assistant | \$ 3,500.00 | |
| Swimming Head (Winter) | \$ 5,000.00 | |
| Tennis Girls' - Head (Spring) | \$ 3,000.00 | |
| Tennis Boys - Head (Spring) | \$ 3,000.00 | |
| Track Assistant | \$ 10,500.00 | 3 asst. @ \$3,500 each |
| Track Head (Spring) | \$ 5,500.00 | |

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| BUDGETED POSITIONS | 2013-2015 SALARY* | NOTES |
|--------------------------|-------------------|------------------------------|
| Volleyball Assistant | \$ 7,000.00 | 2 asst. @ \$3,500 each |
| Volleyball Head (Winter) | \$ 5,500.00 | |
| Weightlifting | \$ 3,000.00 | 2 seasons @ \$1,500 each |
| Wrestling Assistant | \$ 7,000.00 | 2 asst. @ \$3,500 each |
| Wrestling Head (Winter) | \$ 5,500.00 | |
| Club Advisor* | \$ 500.00 | Only District-approved clubs |

*Club Advisor compensation will not begin until the 2014-15 school year, so as to allow the District to create the process of approval.

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Appendix C – Extra Duty Positions Middle School Level

| BUDGETED POSITIONS | 2013-2015 SALARY | NOTES |
|------------------------|------------------|--------------------------|
| Instrumental Music | \$ 3,436.00 | |
| Vocal Music | \$ 1,145.00 | |
| Outdoor School Advisor | \$ 300.00 | per night up to 4 nights |

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Appendix D – Lebanon Schools’ Licensed Salary Schedule

| | NON-BA | BA | BA+24 | BA+45 | BA+75/MA | MA+24 | MA+45 |
|--------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| STEP 1 | \$31,205.00 | \$32,328.00 | \$33,492.00 | \$34,698.00 | \$35,947.00 | \$37,242.00 | \$38,584.00 |
| STEP 2 | \$32,063.00 | \$33,216.00 | \$34,413.00 | \$35,653.00 | \$36,937.00 | \$38,265.00 | \$39,644.00 |
| STEP 3 | \$32,944.00 | \$34,130.00 | \$35,360.00 | \$36,633.00 | \$37,951.00 | \$39,318.00 | \$40,733.00 |
| STEP 4 | \$33,852.00 | \$35,069.00 | \$36,332.00 | \$37,640.00 | \$38,994.00 | \$40,399.00 | \$41,853.00 |
| STEP 5 | \$34,783.00 | \$36,034.00 | \$37,331.00 | \$38,675.00 | \$40,068.00 | \$41,510.00 | \$43,005.00 |
| STEP 6 | \$35,738.00 | \$37,025.00 | \$38,357.00 | \$39,739.00 | \$41,170.00 | \$42,653.00 | \$44,187.00 |
| STEP 7 | \$36,720.00 | \$38,043.00 | \$39,412.00 | \$40,833.00 | \$42,302.00 | \$43,826.00 | \$45,401.00 |
| STEP 8 | \$37,729.00 | \$39,089.00 | \$40,498.00 | \$41,954.00 | \$43,465.00 | \$45,029.00 | \$46,651.00 |
| STEP 9 | \$0.00 | \$40,165.00 | \$41,610.00 | \$43,107.00 | \$44,659.00 | \$46,267.00 | \$47,933.00 |
| STEP 10 | \$0.00 | \$41,269.00 | \$42,754.00 | \$44,293.00 | \$45,888.00 | \$47,541.00 | \$49,250.00 |
| STEP 11 | \$0.00 | \$42,404.00 | \$43,929.00 | \$45,510.00 | \$47,149.00 | \$48,848.00 | \$50,606.00 |
| STEP 12 | \$0.00 | \$43,571.00 | \$45,138.00 | \$46,764.00 | \$48,446.00 | \$50,190.00 | \$51,997.00 |
| STEP 13 | \$0.00 | \$44,767.00 | \$46,379.00 | \$48,050.00 | \$49,780.00 | \$51,571.00 | \$53,427.00 |
| STEP 14 | \$0.00 | \$46,000.00 | \$47,656.00 | \$49,371.00 | \$51,148.00 | \$52,988.00 | \$54,896.00 |
| STEP 15 | \$0.00 | \$47,264.00 | \$48,967.00 | \$50,729.00 | \$52,554.00 | \$54,446.00 | \$56,407.00 |
| STEP 16 | \$0.00 | \$48,565.00 | \$50,311.00 | \$52,124.00 | \$54,001.00 | \$55,944.00 | \$57,957.00 |
| STEP 17 | \$0.00 | \$49,901.00 | \$51,695.00 | \$53,557.00 | \$55,484.00 | \$57,483.00 | \$59,552.00 |
| STEP 18 | \$0.00 | \$0.00 | \$0.00 | \$55,029.00 | \$57,010.00 | \$59,065.00 | \$61,192.00 |
| STEP 19 – 23 | \$0.00 | \$0.00 | \$0.00 | \$56,542.00 | \$58,578.00 | \$60,689.00 | \$62,875.00 |
| STEP 24 + | \$0.00 | \$0.00 | \$0.00 | \$58,097.00 | \$60,189.00 | \$62,358.00 | \$64,604.00 |

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Appendix D:

Lebanon Community School District #9 2015-2016 Licensed Salary Schedule

| Step | NON BA | BA | BA+24 | BA+45 | BA+75/MA | MA+24 | MA+45 |
|------|----------|----------|----------|----------|----------|----------|----------|
| 1 | \$32,141 | \$33,298 | \$34,497 | \$35,739 | \$37,025 | \$38,359 | \$39,742 |
| 2 | \$33,025 | \$34,214 | \$35,446 | \$36,722 | \$38,043 | \$39,414 | \$40,835 |
| 3 | \$33,933 | \$35,155 | \$36,421 | \$37,732 | \$39,089 | \$40,498 | \$41,958 |
| 4 | \$34,866 | \$36,122 | \$37,423 | \$38,770 | \$40,164 | \$41,612 | \$43,112 |
| 5 | \$35,825 | \$37,115 | \$38,452 | \$39,836 | \$41,269 | \$42,756 | \$44,298 |
| 6 | \$36,810 | \$38,136 | \$39,509 | \$40,931 | \$42,404 | \$43,932 | \$45,516 |
| 7 | \$37,822 | \$39,185 | \$40,595 | \$42,057 | \$43,570 | \$45,140 | \$46,768 |
| 8 | \$38,862 | \$40,263 | \$41,711 | \$43,214 | \$44,768 | \$46,381 | \$48,054 |
| 9 | | \$41,370 | \$42,858 | \$44,402 | \$45,999 | \$47,656 | \$49,375 |
| 10 | | \$42,508 | \$44,037 | \$45,623 | \$47,264 | \$48,967 | \$50,733 |
| 11 | | \$43,677 | \$45,248 | \$46,878 | \$48,564 | \$50,314 | \$52,128 |
| 12 | | \$44,878 | \$46,492 | \$48,167 | \$49,900 | \$51,698 | \$53,562 |
| 13 | | \$46,112 | \$47,771 | \$49,492 | \$51,272 | \$53,120 | \$55,035 |
| 14 | | \$47,380 | \$49,085 | \$50,853 | \$52,682 | \$54,581 | \$56,548 |
| 15 | | \$48,683 | \$50,435 | \$52,251 | \$54,131 | \$56,082 | \$58,103 |
| 16 | | \$50,022 | \$51,822 | \$53,688 | \$55,620 | \$57,624 | \$59,701 |
| 17 | | \$51,398 | \$53,247 | \$55,164 | \$57,150 | \$59,209 | \$61,343 |
| 18 | | | | \$56,681 | \$58,722 | \$60,837 | \$63,030 |
| 19 | | | | \$58,240 | \$60,337 | \$62,510 | \$64,763 |
| 20 | | | | \$59,842 | \$61,996 | \$64,229 | \$66,544 |
| 21 | | | | \$61,488 | \$63,701 | \$65,995 | \$68,374 |
| 22 | | | | | | | |
| 23 | | | | | | | |
| 24 | | | | | | | |

Appendix D:

**Lebanon Community School District #9
2016-2017 Licensed Salary Schedule**

| Step | NON BA | BA | BA+24 | BA+45 | BA+75/MA | MA+24 | MA+45 |
|------|----------|----------|----------|----------|----------|----------|----------|
| 1 | \$33,105 | \$34,297 | \$35,532 | \$36,811 | \$38,136 | \$39,510 | \$40,934 |
| 2 | \$34,016 | \$35,240 | \$36,509 | \$37,824 | \$39,184 | \$40,596 | \$42,060 |
| 3 | \$34,951 | \$36,210 | \$37,514 | \$38,864 | \$40,262 | \$41,713 | \$43,217 |
| 4 | \$35,912 | \$37,206 | \$38,546 | \$39,933 | \$41,369 | \$42,860 | \$44,405 |
| 5 | \$36,900 | \$38,228 | \$39,606 | \$41,031 | \$42,507 | \$44,039 | \$45,627 |
| 6 | \$37,914 | \$39,280 | \$40,694 | \$42,159 | \$43,676 | \$45,250 | \$46,881 |
| 7 | \$38,957 | \$40,361 | \$41,813 | \$43,319 | \$44,877 | \$46,494 | \$48,171 |
| 8 | \$40,028 | \$41,471 | \$42,962 | \$44,510 | \$46,111 | \$47,772 | \$49,496 |
| 9 | | \$42,611 | \$44,144 | \$45,734 | \$47,379 | \$49,086 | \$50,856 |
| 10 | | \$43,783 | \$45,358 | \$46,992 | \$48,682 | \$50,436 | \$52,255 |
| 11 | | \$44,987 | \$46,605 | \$48,284 | \$50,021 | \$51,823 | \$53,692 |
| 12 | | \$46,224 | \$47,887 | \$49,612 | \$51,397 | \$53,249 | \$55,169 |
| 13 | | \$47,495 | \$49,204 | \$50,977 | \$52,810 | \$54,714 | \$56,686 |
| 14 | | \$48,801 | \$50,558 | \$52,379 | \$54,262 | \$56,218 | \$58,244 |
| 15 | | \$50,143 | \$51,948 | \$53,819 | \$55,755 | \$57,764 | \$59,846 |
| 16 | | \$51,523 | \$53,377 | \$55,299 | \$57,289 | \$59,353 | \$61,492 |
| 17 | | \$52,940 | \$54,844 | \$56,819 | \$58,865 | \$60,985 | \$63,183 |
| 18 | | | | \$58,381 | \$60,484 | \$62,662 | \$64,921 |
| 19 | | | | \$59,987 | \$62,147 | \$64,385 | \$66,706 |
| 20 | | | | \$61,637 | \$63,856 | \$66,156 | \$68,540 |
| 21 | | | | \$63,333 | \$65,612 | \$67,975 | \$70,425 |
| 22 | | | | | | | |
| 23 | | | | | | | |
| 24 | | | | | | | |