

Agreement  
between  
South Lane School District 45J3  
and  
Lane Unified Bargaining Council  
SLEA/OEA/NEA  
2019-2022



# Table of Contents

---

<b>PREAMBLE</b>	<b>1</b>
<b>ARTICLE 1 – RECOGNITION</b>	<b>1</b>
<b>A. EXCLUSIVE REPRESENTATION</b>	<b>1</b>
<b>B. DEFINITIONS</b>	<b>1</b>
<b>C. EXCLUSIONS</b>	<b>1</b>
<b>D. INCLUSIONS</b>	<b>1</b>
<b>E. ELECTRONIC SIGNATURES</b>	<b>1</b>
<b>ARTICLE 2 – STATUS OF AGREEMENT</b>	<b>2</b>
<b>A. AGREEMENT HAS PRECEDENCE</b>	<b>2</b>
<b>B. COPIES OF AGREEMENT</b>	<b>2</b>
<b>C. MODIFICATION</b>	<b>2</b>
<b>D. STATUS QUO</b>	<b>2</b>
<b>E. MAINTENANCE OF STANDARDS</b>	<b>2</b>
<b>F. EFFECTIVE DATE</b>	<b>2</b>
<b>G. NEGOTIATION OF A SUCCESSOR</b>	<b>2</b>
<b>H. RENEGOTIATION OF INVALID AGREEMENT</b>	<b>2</b>
<b>I. INDIVIDUAL CONTRACT</b>	<b>3</b>
<b>J. NO STRIKE</b>	<b>3</b>
<b>ARTICLE 3 – GRIEVANCE PROCEDURE</b>	<b>3</b>
<b>A. PURPOSE</b>	<b>3</b>
<b>B. DEFINITIONS</b>	<b>3</b>
<b>C. OPERATING LIMITS (PROCEDURES)</b>	<b>4</b>
<b>D. REPRESENTATION AND RESPONSIBILITIES</b>	<b>4</b>
<b>E. LEVEL ONE</b>	<b>5</b>
<b>F. LEVEL TWO</b>	<b>5</b>
<b>G. LEVEL THREE</b>	<b>5</b>
<b>H. LEVEL FOUR (CONTRACTUAL DISPUTES ONLY)</b>	<b>5</b>
<b>I. LEVEL FOUR (POLICY GRIEVANCE ONLY)</b>	<b>6</b>
<b>J. ASSOCIATION PROCESSED GRIEVANCES</b>	<b>7</b>
<b>K. WRITTEN COMMUNICATION</b>	<b>7</b>
<b>L. GRIEVANCE FILE</b>	<b>7</b>
<b>M. CLOSED HEARINGS</b>	<b>7</b>
<b>ARTICLE 4 – SALARIES AND RELATED BENEFITS</b>	<b>7</b>
<b>A. PERS</b>	<b>7</b>
<b>B. SALARY</b>	<b>7</b>

# Table of Contents

---

C. SPECIAL VOCATIONAL CERTIFICATE HOLDERS	7
D. WORK RELATED EXPERIENCE	8
E. ADDITIONAL PREPARATION FOR ADVANCEMENT ON SALARY PLAN	8
F. EXPERIENCE ADVANCEMENT ON SALARY PLAN	9
G. METHOD OF PAYMENT	9
H. DUES, FAIR SHARE AND PAYROLL DEDUCTIONS	9
I. REEMPLOYMENT OF RETIRED TEACHERS	10
J. TRANSPORTING ALLOWANCE	10
K. INTER-SCHOOL TRAVEL/ITINERANT STAFF	10
L. OUTLYING SCHOOLS	10
M. PART-TIME EMPLOYEE	10
N. Specialist Interns	11
ARTICLE 5 – CO-CURRICULAR AND SUPPLEMENTAL COMPENSATION	11
A. THE ATHLETICS SCHEDULE IS CONTAINED IN APPENDIX C.	11
B. SUPPLEMENTAL PAY	11
C. EXTENDED CONTRACTS	12
D. CONTRACTING CO-CURRICULAR ASSIGNMENTS	12
E. OUTSIDE EMPLOYMENT	12
F. ATHLETICS AND ACTIVITIES SCHEDULE	13
ARTICLE 6 – FRINGE BENEFITS	15
A. INSURANCE	15
B. INSURANCE LIMITATIONS	16
C. INSURANCE COMMITTEE	16
ARTICLE 7 – LEAVE OF ABSENCE WITH PAY	17
A. SICK LEAVE	17
B. OCCUPATIONAL ILLNESS OR INJURY	18
C. PERSONAL LEAVE	18
D. BEREAVEMENT LEAVE	18
E. FUNERAL ATTENDANCE	19
F. JURY DUTY	19
G. COURT APPEARANCE AS WITNESS	19
H. SABBATICAL LEAVE	19
I. ASSOCIATION LEAVE	20
J. PERFECT ATTENDANCE	20
ARTICLE 8 – LEAVE OF ABSENCE WITHOUT PAY	20
A. CRITERIA	20

# Table of Contents

---

<b>B. TERMS</b>	<b>21</b>
<b>C. PERSONAL</b>	<b>21</b>
<b>D. EXTENDED LEAVE OF ABSENCE</b>	<b>21</b>
<b>E. STATUS WHILE ON LEAVE</b>	<b>21</b>
<b>F. APPLICATION PROCEDURES</b>	<b>22</b>
<b>ARTICLE 9 – FAMILY LEAVE</b>	<b>22</b>
<b>A. PAID LEAVE</b>	<b>22</b>
<b>B. UNPAID LEAVE</b>	<b>23</b>
<b>ARTICLE 10 – WORK SCHEDULE</b>	<b>23</b>
<b>A. WORK YEAR</b>	<b>23</b>
<b>B. CLOSURE DURING SCHOOL SESSION</b>	<b>24</b>
<b>C. THE PROFESSIONAL SCHEDULE</b>	<b>24</b>
<b>ARTICLE 11 – VACANCIES AND TRANSFERS</b>	<b>26</b>
<b>A. POSTING</b>	<b>26</b>
<b>B. VOLUNTARY TRANSFERS</b>	<b>26</b>
<b>C. INVOLUNTARY TRANSFERS</b>	<b>26</b>
<b>ARTICLE 12 – RIGHT OF PROFESSIONAL UNIT MEMBERS</b>	<b>28</b>
<b>A. SUSPENSION</b>	<b>28</b>
<b>B. GRADING OF STUDENTS</b>	<b>28</b>
<b>C. PERSONAL FREEDOM</b>	<b>28</b>
<b>D. ACADEMIC FREEDOM</b>	<b>28</b>
<b>E. REPRESENTATION RIGHTS</b>	<b>28</b>
<b>F. EMPLOYEE DISCIPLINE</b>	<b>28</b>
<b>G. PUBLIC CRITICISM</b>	<b>29</b>
<b>H. COMPLAINTS</b>	<b>29</b>
<b>I. NON-DISCRIMINATION</b>	<b>30</b>
<b>J. REDUCTION IN FORCE/LAYOFF</b>	<b>30</b>
<b>K. SAFE WORK ENVIRONMENT</b>	<b>34</b>
<b>L. CLASS SIZE</b>	<b>34</b>
<b>M. TEACHING ASSIGNMENT</b>	<b>35</b>
<b>N. OUTSIDE INSTRUCTIONAL SERVICES/TECHNOLOGY</b>	<b>36</b>
<b>O. PERSONNEL FILES</b>	<b>36</b>
<b>P. ORGANIZING</b>	<b>36</b>
<b>Q. STUDENT DISCIPLINE</b>	<b>36</b>
<b>ARTICLE 13 – PROFESSIONAL AND EDUCATIONAL IMPROVEMENT</b>	<b>37</b>

# Table of Contents

---

A. TUITION REIMBURSEMENT	37
B. DISTRICT SITE COUNCIL	37
C. BUILDING-LEVEL STAFF DEVELOPMENT FUNDS	38
D. LEADERSHIP POSITIONS	38
E. PAYMENT OF OTHER INCURRED EXPENSES	38
F. EVALUATION PROCEDURE	38
ARTICLE 14 – ASSOCIATION RIGHTS AND RESPONSIBILITIES	39
A. ACCESS TO SCHOOL BUILDINGS	39
B. COMMUNICATIONS	40
C. OPEN SHOP	40
D. ASSOCIATION ENCOURAGEMENT	40
ARTICLE 15 – DISTRICT RIGHTS AND RESPONSIBILITIES	40
ARTICLE 16 – JOINT COMMITTEES	41
ARTICLE 17 – SUPPORT PROGRAMS	42
A. DISTANCE LEARNING	42
B. ALTERNATIVE EDUCATION	42
ARTICLE 18 – HEALTH SERVICES	42
ARTICLE 19 – EVERY STUDENT SUCCEEDS ACT	42
A. IMPLEMENTATION	42
B. STUDENT TESTING	43
C. REPORTING	43
APPENDIX A: 2019-20 SALARY SCHEDULE	44
APPENDIX B: SALARY INDEX	45
APPENDIX C: ATHLETIC SCHEDULE	46-47
APPENDIX D: LETTER OF AGREEMENT	48
APPENDIX E: LETTER OF AGREEMENT	49
SIGNATURES AND EXECUTION OF AGREEMENT	50

1 **Preamble**

2 This agreement made this 6th day of June, 2019, by and between South Lane School District No. 45J3, Lane  
3 County, Oregon, herein called "District: or "Board", and the lane Unified Bargaining Council (LUBC), South Lane  
4 Education Association (SLEA), Oregon Education Association (OEA), National Education Association (NEA), herein  
5 called "Association" or "Council" or "Bargaining Unit".

6 **Article 1 – RECOGNITION**

7 **A. Exclusive Representation**

8 The Board of Directors of School District No. 45J3 hereby recognizes the Lane Unified Bargaining  
9 Council/SLEA/OEA/NEA as the exclusive bargaining representative of all non-supervisory licensed teachers,  
10 psychologists, counselors, librarians, instructional leaders, school nurses, TSPC Professional Technical  
11 Certified Athletic Trainer, and vocational licensed teachers employed by the District either verbal or written,  
12 or on leave. Bargaining unit members less than half time may be excluded from provisions of Article 12 J  
13 Pertaining to Reduction in Force/Layoff.

14 **B. Definitions**

- 15 1. The term "teacher", "licensed personnel", and "employee", when used in this Agreement shall include  
16 all members in the bargaining unit.
- 17 2. The term "Board" shall include its officers and agents.
- 18 3. The term "Superintendent" shall include the Superintendent or his/her designee.

19 Note: All Appendices referenced in the Agreement shall become a part hereof.

20 **C. Exclusions**

21 Specifically excluded from this contract are the following categories:

- 22 1. Substitute teachers are defined as those hired to temporarily replace a bargaining unit employee who is  
23 on an approved paid or unpaid leave of absence of less than 85 consecutive days.
- 24 2. Temporary teachers whose contract day is less than one-half time or those who are contracted for less  
25 than 85 consecutive days.

26 **D. Inclusions**

- 27 1. A bargaining unit employee who is involuntarily reduced to less than one-half time shall remain in the  
28 bargaining unit and all articles of the contract shall apply.

29 **E. Electronic Signatures**

- 30 1. It is acceptable to use electronic signatures in place of hand-written signatures in evaluation, payroll,  
31 leave requests, and other situations where signatures are required. This may be done via email or  
32 through other electronic systems. Where possible, there will be a statement of electronic signature.

33

34 **Article 2 – STATUS OF AGREEMENT**

35 **A. Agreement Has Precedence**

36 This Contract constitutes the full agreement between the parties and shall modify or replace any policies,  
37 rules, regulations, procedures, or practices of the District which are contrary to its terms.

38 **B. Copies of Agreement**

39 There shall be three (3) signed copies of the final Agreement for the purpose of records. One shall be  
40 retained by the District, one by the SLEA, and one by LUBC.

41 **C. Modification**

42 This Agreement shall not be modified in whole or in part by the parties except by a written instrument duly  
43 executed by both parties. The Contract Maintenance Committee, as described in Article 16, Section A, shall  
44 be responsible for recommending modifications.

45 **D. Status Quo**

46 In the event this Agreement has not been renewed, modified or extended by the date on which it would  
47 have otherwise terminated, status quo conditions shall continue in effect until either party gives the other  
48 ten (10) days written notice terminating such conditions.

- 49 1. The notice shall be effective when actually delivered to the District Superintendent’s Clerk when notice  
50 is given to the District, and when actually delivered to the Association’s President when notice is given  
51 to the Association.
- 52 2. Guidelines for insurance coverage during the status quo period will be determined by the continued  
53 operation and long range planning of the Insurance Committee.
- 54 3. The function of the Site Council Chair Committee, during status quo, will be maintained including short,  
55 medium, and long range planning.

56 **E. Maintenance of Standards**

57 No unit member, as a result of this agreement, shall suffer any loss of compensation or established  
58 conditions of employment with respect to mandatory subjects of bargaining which have been enjoyed by a  
59 majority of the unit members in similar job assignments.

60 **F. Effective Date**

61 This Agreement shall be effective July 1, 2016. This Agreement shall remain in effect through June 30, 2022.

62 **G. Negotiation of a Successor**

63 The parties agree to reopen negotiations for the purpose of negotiating a successor agreement within 15  
64 days after notification by either party during the last six (6) months of the term of this Agreement.

65 **H. Renegotiation of Invalid Agreement**

- 66 1. Separability: If any provision of this Agreement is held to be invalid by operation of law or by any  
67 tribunal of competent jurisdiction, or if compliance with or enforcement of any provisions should be

68 restrained by any such tribunal, the remainder of the Agreement shall not be affected thereby; and  
69 upon the request of either the Board or the Association, the parties shall enter into negotiations for the  
70 purpose of attempting to arrive at a mutually satisfactory replacement for such provisions.  
71 2. The District and Association recognize that school finance in Oregon is in an uncertain status over the  
72 next several years. Should funding from the state and other sources fail, the District and Association  
73 agree to discuss options through the "Contract Maintenance Committee (CMC)".

## 74 **I. Individual Contract**

75 Individual contracts shall be subject to the terms of this agreement.

## 76 **J. No Strike**

77 There shall be no strike under the following conditions:

- 78 1. During the term of this Agreement, neither the Association nor any person acting on its behalf will  
79 cause, authorize, support or participate in, nor will any of its members individually or as a group, take  
80 part in any work slow-down, work stoppage, or strike, i.e. the concerted failure to report for duty; or  
81 willful absence of a teacher from his/her position; or stoppage of work; or abstinence, in whole or in  
82 part, from the full, faithful and proper performance fo the teacher's duties of employment (for any  
83 purpose whatsoever).
- 84 2. Employees in Association, while acting in the course of employment, shall not honor any picket line by  
85 any labor organization.
- 86 3. Any employee participating in any violation of this Article, directly or indirectly, may be disciplined,  
87 including discharge, by the District.
- 88 4. Subsections 1, 2, and 3 of section J of Article 2 shall not apply from the date of a contract reopening until  
89 such time as an agreement has been reached. This provision is not intended to waive the requirements  
90 of ORS 234.650 through ORS 243.726 in regard to the steps which must be taken before a strike or  
91 lockout may occur.

## 92 **Article 3 – GRIEVANCE PROCEDURE**

### 93 **A. Purpose**

94 The purpose of this procedure is to resolve grievances at the lowest possible level using a problem-solving  
95 process. Both parties agree that these proceedings will be kept informal and confidential as may be  
96 appropriate at any level of the procedure.

### 97 **B. Definitions**

- 98 1. A grievant is the bargaining unit member(s) or the exclusive representative of the bargaining unit  
99 member(s) making the claim.
- 100 2. A "party in interest" is the person or persons making the claim and any person who might be required to  
101 take action or against whom the action might be taken in order to resolve the claim.
- 102 3. The word "day" refers to a contractual day when the teacher is required to be in attendance, unless the  
103 grievance procedure extends beyond the school year in which event it shall mean a weekday.



- 104 4. **Contractual Grievances:** Any claim by the Association or an employee that there has been a violation,  
105 misinterpretation, or misapplication of the terms and conditions of this contract will be subject to  
106 appeal to binding arbitration.
- 107 5. **Policy Grievance:** Any claim by the Association, or an employee(s), that Board policies, practices,  
108 administrative rules and regulations have been inequitably or unfairly applied will be subject to appeal  
109 through the grievance procedure to the Board level.
- 110 a. **Exclusions:** A grievance and the procedure relative thereto shall not apply to: any rule of the  
111 State Board of Education; or any rules pertaining to the internal management of the Board of  
112 Directors.

### 113 **C. Operating Limits (Procedures)**

- 114 1. The number of days indicated at each step shall be considered a maximum unless there is a written  
115 agreement to an extension. No grievance or other claim of violation of applicable evaluation procedures,  
116 or fundamental unfairness in a program of assistance for improvement shall be filed while a teacher is  
117 on a program of assistance. All statutes of limitation and grievance timeliness shall be tolled while the  
118 subject claims are held in abeyance under this moratorium provision. Once this tolling period ends,  
119 pursuant to ORS 342.895 (5), any claims subject to this provision may be pursued as otherwise provided  
120 by law or contract.
- 121 2. In the event a grievance is filed on or after May 1 or any year, the time limits set forth herein may be  
122 reduced, upon agreement by both parties, so that the grievance procedure may be exhausted prior to  
123 the end of the school year or as soon thereafter as practical.

### 124 **D. Representation and Responsibilities**

- 125 1. Any grievant may be represented at all stages of the grievance procedures by him/herself, or at his/her  
126 option, by a representative selected or approved by the Association, or by a representative of the  
127 grievant's own choice. If the grievant intends to be represented by an attorney, he/she or his/her  
128 attorney shall notify the District of the representation. The District shall provide the attorney a copy of  
129 this grievance procedure. All notices from the District and other papers relevant to the proceedings shall  
130 thereafter be delivered to the attorney.
- 131 2. The Association, upon request of the grievant, shall have the right to be present at all stages of the  
132 grievance procedure and when it represents the grievant, to state its view.
- 133 3. At all stages of the procedures, the person whose decision is appealed shall be entitled to be  
134 represented by an attorney or colleague. That person shall be entitled to the same privileges as the  
135 representative for the grievant.
- 136 4. No reprisals of any kind shall be taken by the Board or any member of the administration against any  
137 party in interest, any representative, any member of the Association or any other participant in the  
138 grievance procedure by reason of such participation. Nor shall the Association or its agents take any  
139 reprisals of any kind against the Board, the District administrators, or any participant in the grievance  
140 procedure.

141 **E. Level One**  
142 A teacher with a grievance shall first discuss it with his/her principal or designated supervisor with the  
143 objective of resolving the grievance informally. Said grievance shall be discussed with the principal or  
144 supervisor within twenty (20) days of the occurrence thereof (said occurrence to be defined as the first day  
145 that he/she should reasonably have had knowledge of the facts which are the basis of the grievance.)

146 If the grievance remains unresolved, and before moving to Level Two, the grievant may request that the  
147 CMC review the grievance. Such a request shall be submitted to the Personnel Director within five (5) days  
148 of the response. Within five (5) days of such a request, the grievance shall be reviewed by the CMC with a  
149 verbal response given within 48 hours followed by a written response issued within the next 24 hours. The  
150 CMC shall be limited to making recommendations to the parties regarding resolution of the grievance.

151 **F. Level Two**  
152 If the grievance has not been resolved informally at Level One, the grievant may within ten (10) days, file the  
153 grievance in writing with his/her principal or designated supervisor, specifying the particular District action  
154 or lack of action which is the cause of the grievance, the specific contract article(s) with section(s) and  
155 paragraph(s) thereof, or Board policies, practices, administrative rules and regulations alleged to have been  
156 violated, and the specific remedy sought. If the grievance is not resolved to the satisfaction of the grievant  
157 within five (5) days of submitting the written grievance, the grievant may proceed to Level Three.

158 **G. Level Three**  
159 1. The grievant is not satisfied with the disposition of his/her grievance at Level Two, or no decision has  
160 been rendered within five (5) days after the presentation of the written grievance, he/she may appeal  
161 the grievance. The grievant shall have ten (10) days after the written grievance was first presented at  
162 Level Two to deliver a written notice of appeal to the Office of the Superintendent/Clerk.  
163 2. A written copy of the notice of appeal to Level Three shall be sent to the other party in interest and to  
164 the Board of Education by the grievant or the Association.  
165 3. Upon receipt of the appeal, the Superintendent or his/her representative, shall review the record, and  
166 at his/her discretion, set a date to hear the appeal. The review or date of the hearing shall not be later  
167 than ten (10) days after the appeal is received by the District. Notice of the time and place of the hearing  
168 shall be given to the parties of the grievance and their representatives, if any.  
169 4. No later than seven (7) days after the hearing or review, the Superintendent or his/her representative,  
170 shall make a written decision on the appeal and mail or personally deliver the decision to the parties of  
171 the grievance.

172 **H. Level Four (Contractual Disputes Only)**  
173 1. If the grievant is not satisfied with the Superintendent's disposition of his/her contractual grievance at  
174 Level Three, he/she may request in writing that the Association submit his/her grievance to arbitration.  
175 If the Association so determines, it may submit the grievance to arbitration within fifteen (15) days after  
176 the receipt of a request by the grievant. However, in no event may the appeal be initiated more than  
177 twenty (20) days after the Superintendent's decision is mailed or personally delivered to the grievant.

- 178 2. Within ten (10) days after such written notice of submission to arbitration, the Board and the  
179 Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment  
180 from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a  
181 commitment within the specified period, a request for a list of arbitrators may be made to the State  
182 Mediation and Conciliation Services by either party. Upon receipt of such a list, the Association shall  
183 strike the first name and the parties shall alternatively strike names thereafter, until only one name  
184 remains. Such person shall be deemed to be appointed as the arbitrator, provided he/she is available to  
185 serve upon a mutually agreeable date. If such arbitrator is not available to serve within thirty (30) days,  
186 the parties shall request a new list of arbitrators and repeat the striking process. The arbitrator so  
187 selected shall be bound by the Voluntary Labor Arbitration Rules of the American Arbitration Association  
188 in the conduct of the hearing.
- 189 3. The arbitrator so selected shall confer with the representatives of the Board and the Association, hold  
190 hearings promptly and shall issue his/her written decision. The arbitrator's decision shall be in writing  
191 and shall set forth his/her findings of the fact, reasoning, and conclusions on the issues submitted. The  
192 arbitrator shall be without power or authority to make any decision which requires commission of an act  
193 prohibited by law or which violates the terms of this collective bargaining agreement. The decision of  
194 the arbitrator shall be submitted to the Board and the Association and shall be final and binding on all  
195 parties.
- 196 4. No issue whatsoever shall be arbitrated or subject to arbitration unless such issue results from an action  
197 or occurrence which takes place following the execution date of this Agreement, and no arbitration  
198 determination or award shall be made by the arbitrator which grants any right or relief for any period of  
199 time whatsoever prior to the execution date of this Agreement. Grievances initiated on a timely basis  
200 under the terms of the prior agreement shall be continued in accordance with the terms of that  
201 agreement and any grievance initiated on a timely basis prior to the expiration of this Agreement will be  
202 continued in accordance with the terms thereof.
- 203 5. It is specifically understood by the parties that the District has the unrestricted right not to renew the  
204 contract of probationary teachers. The Fair Dismissal Laws shall be the exclusive appeal procedure for  
205 non-renewed probationary employees.
- 206 6. The costs for the services of an arbitrator, including per diem expenses, if any, and actual and necessary  
207 travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and  
208 the Association. Any other expenses incurred shall be paid by the party incurring same.

### 209 **I. Level Four (Policy Grievance Only)**

210 Within ten (10) days of receipt of the decision rendered at Level Three, policy grievances may be appealed  
211 further to the Board. Appeals to the Board shall be heard by them at their first regular meeting which is at  
212 least ten (10) days after the receipt of the appeal. Attendance at the hearing of appeal shall be restricted to  
213 persons officially involved. Parties of interest may elect to call witnesses who shall appear individually at the  
214 hearing. Within ten (10) days of the hearing, the Board shall communicate to the grievant and to the  
215 Association its written decision including supporting reasons.

216 **J. Association Processed Grievances**

217 If a grievance affects several teachers, all of whom do not work for the same principal, the grievance shall  
218 first be submitted directly to the Superintendent but otherwise in accordance with the provisions, including  
219 time limits, of Level One. If the problem has not been resolved, the Association shall, within ten (10) days of  
220 the date of submission at Level One, submit the grievance in writing to the Superintendent/Clerk. Such  
221 written submission shall include a specification of the facts upon which the grievance is based and all other  
222 information required for submission of non-Association processed grievances at Level Two. After submission  
223 of the grievance at Level Three as provided for above, the grievance steps as they apply to individual  
224 grievances shall also apply to Association processed grievances.

225 **K. Written Communication**

226 All written communications at Level Three and Four shall set forth the decision and the reasons thereof or  
227 the reason for the appeal. Communications shall be transmitted to the grievant, the Association, the  
228 Superintendent and to the Board of Education.

229 **L. Grievance File**

230 All documents, communications and records dealing with the processing of a grievance shall be filed in a  
231 separate grievance file, and except for statements relevant to the grounds upon which dismissal may be  
232 issued shall not be kept in the personnel file of any of the participants.

233 **M. Closed Hearings**

234 All meetings and hearings under this procedure shall not be conducted in public, unless required by law, and  
235 shall include only such parties in interest and their designated or selected representatives, heretofore  
236 referred to in this procedure.

237 **Article 4 – SALARIES AND RELATED BENEFITS**

238 **A. PERS**

239 The employee shall pay the employee’s contribution for PERS.

240 **B. Salary**

- 241 1. 2016: The Salary Schedules shall be as in Appendix A and by this reference incorporated into this  
242 Agreement.
- 243 2. Index: The Index defining the Salary Schedule shall be as in Appendix C and by this reference  
244 incorporated into this Agreement.
- 245 3. The 2019-2020 Salary Schedule shall be increased by 2.2%.
- 246 4. The 2020-2021 Salary Schedule shall be increased by 2%.
- 247 5. The 2021-2022 Salary Schedule shall be increased by 2%.

248 **C. Special Vocational Certificate Holders**

249 Special Vocational Certificate Holders shall be placed on a district schedule as indicated below:

- 250 1. Five calendar years of successful work experience as a qualified worker in the occupational areas to be  
251 taught: BA, Step 1.
- 252 2. Six years of successful experience in the trade area to be taught, or three years at journeyman level in  
253 the trade and 12 hours in teaching preparation: BA+30, Step 1.
- 254 3. AA Degree (two years) in the subject area to be taught and two years successful experience in that area:  
255 BA, Step 1.
- 256 4. AA Degree, five years of successful experience in the occupational area to be taught with a minimum of  
257 one calendar year of management assignment, and 12 hours teacher preparation: BA+60, Step 1.
- 258 5. **Placement on Step Level:** Each additional two years of experience in a position which relates directly to  
259 the teaching assignment will be equated with one step on the teacher salary schedule to a maximum of  
260 four steps.
- 261 6. **Professional Improvement Program:** A teacher in the vocational areas may earn credit for professional  
262 improvement through community college courses, established workshops, or planned experiences in  
263 business and industry as approved by the principal of the building in which he/she has his/her teaching  
264 assignment. If formal credit is not granted, clock hours shall be equated to quarter hours on the basis of  
265 30 to 1. Credit will not be given for routine work experience.

#### 266 **D. Work Related Experience**

267 At the time of the first election of an employee, the District shall designate the proper placement of the  
268 individual on the appropriate schedule on the basis of the employee's experience, preparation, and  
269 classification. Outside teaching experience shall be granted up to a maximum of twelve (12) years.

#### 270 **E. Additional Preparation for Advancement on Salary Plan**

- 271 1. In order to qualify for salary plan advancement, teachers who complete additional training shall provide  
272 documentation such as transcript or grade sheet of credits for the additional work or a record of special  
273 certificates to the District Personnel Office.
- 274 2. A teacher who completes work for an advanced degree or sufficient hours to move laterally on the  
275 salary plan shall submit a Salary Advancement Form to the Personnel Office. Salary advancement will  
276 happen twice a year (September and January). Completed forms received before September 10<sup>th</sup> will be  
277 processed for the September paycheck. Completed forms received before January 10<sup>th</sup> will be processed  
278 for the January paycheck. All transcripts must also be submitted prior to these dates.
- 279 3. **Salary Plan Advancement:** All credits for advancement on the Professional Salary Plan shall be for credits  
280 completed after eligibility to secure a valid teaching certificate.
- 281 4. **MA Placement:** Teachers who possess a Master's Degree shall be subject to the following:
- 282 a. If the Master's Degree was achieved subsequent to the conferral of a valid teaching certificate  
283 and is relevant to such certificate, the employee shall be placed on the MA column and all  
284 relevant hours taken subsequent to conferral of the MA shall be counted toward placement on  
285 the appropriate MA = salary plan column.
- 286 b. If the Master's Degree was achieved prior to conferral of a valid teaching certificate, such  
287 degree shall not be considered in salary plan placement unless it is applicable to the teacher's  
288 teaching licensure. If the MA is directly relevant to the teacher's subject area licensure, the  
289 employee shall be placed on the MA column. In addition, such employee shall be credited with

290 all relevant upper division hours taken subsequent to conferral of a valid teaching certificate for  
291 advancement beyond the MA column.

## 292 **F. Experience Advancement on Salary Plan**

293 Each year the District will determine awarding of increments called for in the salary plan. Awarding of the  
294 annual increment shall be contingent on successful completion of a contract and the awarding of a new  
295 contract. To advance vertically on the salary plan, the teacher must have taught no less than one-half of the  
296 contract days during the previous year of teaching. Current teachers who are below the top step of their  
297 column for whom an increment is approved shall be placed on the vertical step next succeeding the one  
298 which they were placed the preceding year.

## 299 **G. Method of Payment**

300 Employee's salary shall be paid in twelve (12) installments by direct deposit.

- 301 1. Payment will be made on the 25<sup>th</sup> of each month.
- 302 2. The three, separately figured, balance of contract payments shall be made in one check or deposit on  
303 the 25<sup>th</sup> of June.
- 304 3. Check delivery, for those not participating in direct deposit will be by U.S. mail.

## 305 **H. Dues, Fair Share and Payroll Deductions**

### 306 1. Dues:

- 307 a. Any teacher who is a member of the Association or who has applied for membership may sign  
308 and deliver, personally or through the Association, to the Superintendent a signed authorization  
309 for deduction of membership dues in the United Teaching Profession (i.e. SLEA, OEA, NEA).  
310 Pursuant to such authorization, the District shall deduct an equal amount from each regular  
311 salary deposit of the teacher each month for ten (10) consecutive installments, beginning in  
312 October. Deductions for teachers who join the Unit after the commencement of the school year  
313 shall be appropriately prorated so that payments will be completed by the following installment.
- 314 b. Eliminating the payroll deduction for such dues may be accomplished through a written request  
315 to the payroll department. To terminate membership in the association, the teacher must make  
316 the appropriate applications through the Three Rivers Education Council (TREC) OEA UniServ  
317 office.

### 318 2. Payroll Deductions:

319 Upon appropriate written request from the teacher, the District shall deduct from the salary of any teacher  
320 and make remittance for approved deductions such as: Tax Sheltered Annuities and United Way, SELCO,  
321 District Health Insurance, union dues, and other insurance/financial programs. In addition, the District will,  
322 to the extent permitted by the mechanical limits of the District's accounting system, perform the same  
323 service for any plan that has obtained payroll deduction authorization from three (3) or more members of  
324 the bargaining unit.

- 325 3. The Association agrees to hold the District harmless against any and all claims, suits, orders, or  
326 judgments brought against the District as a result of section H of this article. The District agrees to allow

327 attorney(s) selected by the Association to defend the Council and the District in such claims. However, it  
328 is clearly understood that when the fault lies with District office personnel, the District shall correct any  
329 and all such errors not later than the next pay period following the notification of the error.

### 330 **I. Reemployment of Retired Teachers**

331 Effective July 1, 2003, it is specifically acknowledged by both the District and the Association that SLSD  
332 teachers who are reemployed after retirement from the District shall be placed on the step and column  
333 consistent with the salary placement guidelines in Article 4, Section D.

### 334 **J. Transporting Allowance**

335 Teachers shall not be required to use their own vehicle to transport students to activities which take place  
336 away from the school building. A teacher may do so voluntarily, however with the advance approval of  
337 his/her principal or immediate supervisor. Teachers shall receive reimbursement for such travel in an  
338 amount equivalent to that allowed by the Internal Revenue Service for business mileage in effect as of July  
339 1, of the current school year.

### 340 **K. Inter-School Travel/Itinerant Staff**

341 Teachers required, in the course of their regular daily teaching assignment, to drive personal automobiles  
342 from one school building to another shall receive mileage reimbursement for such travel at the same rate as  
343 provided for in Section J, above. The same allowance shall be given for use of personal cars for field trips or  
344 other business of the District.

345 The Board shall provide secondary coverage liability insurance protection for employees, when their  
346 personal automobiles are uses in this section.

### 347 **L. Outlying Schools**

- 348 1. In lieu of other consideration, teachers assigned to the following outlying schools and whose residence  
349 is greater than 5 miles from the school, shall receive an additional reimbursement payment in June, in  
350 recognition of the extra mileage and travel time such assignments may require: Dorena or London  
351 \$750/year.
- 352 2. Part-time employees assigned exclusively to one and only one of the above designated outlying schools  
353 shall receive a pro-rated payment based upon the relationship their number of days worked at the  
354 outlying school bears to that of a full-time employee.
- 355 3. Itinerant Teachers: in lieu of the above annual reimbursement, teachers who travel from building to  
356 building in the course of their daily or weekly teaching assignment shall be paid mileage in accordance  
357 with the provisions of Section J, above, including when applicable, payment from the District office to  
358 the outlying school at the beginning of the day and/or mileage from the outlying school to the District  
359 office at the end of the day.

### 360 **M. Part-Time Employee**

361 Part-time employees shall be paid based upon the relationship their standard work schedule week bears to  
362 that of a full time employee.

363 **N. Specialist Interns**

364 When the school district determines that a position cannot be filled by a licensed Specialist (School  
365 Psychologist, Speech and Language Pathologist), it may employ an intern that will work under the  
366 supervision of a staff member that is licensed in that specialty area. Such intern will not be considered a  
367 bargaining unit member, and will be paid 75% of the licensed salary at Step 1 (BA). The district maintains the  
368 right to end employment at any time. A position may be filled by an intern for up to one school year, at  
369 which point a licensed specialist will be sought.

370 **Article 5 – CO-CURRICULAR AND SUPPLEMENTAL COMPENSATION**

371 When requested by administration and mutually agreed to between the district and a licensed employee, the  
372 following extra duty, co-curricular and supplemental compensation terms and conditions shall apply.

373 **A. The athletics schedule is contained in Appendix C.**

374 **B. Supplemental Pay**

- 375 1. Teacher leaders (high school department chairs, content area leaders, and grade level team leaders) will  
376 receive \$1,000/year, or 5 days of release time. Job descriptions for teacher leader positions will be reviewed  
377 each year by the CMC.
- 378 2. Head teacher, when designated by the Superintendent or designee, in rural elementary will receive 5% of  
379 athletic/activity base per teacher in the building, with a guaranteed minimum of \$1,000.00/year, per school.
- 380 3. Curriculum Rate: This is the rate of pay for doing curriculum work or other professional work, that may not  
381 include student contact, usually completed in the summer. When work is funded by a grant, the governing  
382 site council may determine the rate of pay up to per diem amounts. Shall be paid at Base Salary divided by  
383 number of contract days per year.
- 384 4. Non-professional duty shall be paid at Base Salary divided by the number of contract days per year times  
385 75% = daily rate (rounded to the nearest dollar). For example:  $\$37,825/190 \times 75\% = \$149$  per day for 2018-  
386 2019.
- 387 5. Moving rate: Moving between buildings, both on a voluntary or involuntary basis, will be paid \$150/day for  
388 2 days. Moving within building will be paid \$150/day for 1 day. In-house moving initiated by the teacher will  
389 not be paid.
- 390 6. Supervision duty, when designated by the Principal or Athletic Director, shall be paid at \$14.00/hour for the  
391 remainder of the Contract. This is the rate of pay for the duty of supervising students during off-school  
392 hours such as dances, games, music concerts, and drama productions, etc.
- 393 7. Teaching a Class During Planning Time:

394 Both the District and Association recognize the importance of planning time and discourage this voluntary  
395 option of teaching usurping planning time. This option should be considered only in extraordinary cases. When  
396 such assignment is agreed upon, the case shall be reviewed by the Principal/designee, teacher and Association  
397 representative before continuing the assignment into the next grading period.



- 398 a. For a limited period of time (less than one-half trimester on a substitute basis) a member shall  
399 be paid the average median salary's hourly rate times 90% (rounded to the nearest dollar.)  
400 (Median salary is Step 6, BA 60/MA.)  
401 b. For a regularly assigned class for one-half trimester, or more, the member shall be paid at the  
402 average median salary's hourly rate or the individual's hourly rate, whichever is greater, for the  
403 number of student contact days of the assignment (using the basic formula as stated in  
404 subsection a, above).
- 405 8. Bargaining unit members who become Site Council Chairs will receive \$500/year.

### 406 C. Extended Contracts

407 The Following teachers will be paid their daily rate determined upon their base pay. Days paid to work beyond  
408 the standard contract. (There are six (6) types of positions covered under this article.)

- 409 1. Librarian – A maximum of ten (10) days.  
410 2. H.S. & M.S. Counselor – A maximum of ten (10) days.  
411 3. Elementary Counselor/Psychologists – A maximum of five (5) days.  
412 4. Early Childhood Specialist - A maximum of ten (10) days.  
413 5. Swim Pool Manager – A maximum of twenty-five (25) days.  
414 6. Learning Leader – A maximum of thirty (30) days.

### 415 D. Contracting Co-Curricular Assignments

416 Available positions will be posted. Unit members interested may apply in writing to the Personnel Department.  
417 The most qualified bargaining unit members will be given full consideration including an interview for that  
418 position. Given comparable qualifications bargaining unit members will be given preference over non-bargaining  
419 unit members. The District may contract with other persons to perform the service when it is deemed  
420 appropriate and/or in its best interest.

### 421 E. Outside Employment

422 Co-curricular employment outside the District during the established standard work schedule (see Article 10,  
423 Section 3, (4.b) is allowed. The employee must meet with the superintendent or designee to initially approve the  
424 employment. Personal days shall be used to cover absences due to outside employment. If the outside  
425 employment requires the employee to be absent from work beyond the use of personal days, the employee  
426 shall:

427 Meet with the superintendent or designee each year to seek continued approval for the co-curricular  
428 employment and subsequent unpaid days.

429  
430 Miss five or fewer days including the personal days. Unpaid days will be used to cover the co-curricular  
431 employment after personal days are used.

432  
433 The district can rescind approval for co-curricular employment and corresponding unpaid days at any time.

434 **F. Athletics and Activities Schedule**

435 Unit members performing services to cover responsibilities over and above those usually assigned during the  
436 school year shall receive additional compensation. The following schedules reflect the positions available which  
437 will be filled as needed, based on student participation. The CMC will review and will place a position, if  
438 appropriate.

439 1. Placement on Co-Curricular Schedule

440 The district may allow up to five (5) years of credit to people entering the Co-Curricular Schedule. Experience  
441 must be in the sport and position for which the applicant is applying. Exceptions to the (5) years of credit will be  
442 reviewed by the Contract Maintenance Committee.

443 2. Athletics

444 a. Base Salary

445 The base salary is equal to 13.4% for B.A. Step 1 (Appendix A) for Varsity Head Coaches with seasons 11-12  
446 weeks in length, and 16.0% for Varsity Head Coaches with seasons 13-18 weeks in length.

447 b. Years of Experience

448 For previous years of experience (in or out of District) in the same position/area of responsibility pay shall be  
449 increased by the following percentages:

1 – 3 Years	0 %
4 – 6 Years	5%
7 – 9 Years	10%
10+ Years	15%

450 The same number of assistant coaches will be funded for basketball and basketball/softball for both boy's  
451 and girl's athletic activities.

452 c. High School

- 453 1. High School Varsity Head Coaches – shall be paid 13.4% of the base teaching salary for seasons that are  
454 11-12 weeks. High School Varsity Head Coaches shall be paid 16.0% of the base teaching salary for  
455 seasons that are 13-18 weeks. The OSAA start date will be the beginning data, and the League/District  
456 Championship Event will be the last date. (At this writing of this contract, Fall and Spring Sports were  
457 established as 11-12 week seasons, and Winter Sports were established as 13-18 weeks). "Play-In"  
458 games are considered post District/League Events. Exceptions to this level include Varsity Golf and Cross  
459 Country Head Coaches and shall be paid as "b." below.
- 460 2. High School Junior Varsity, Junior Varsity II, or Freshman Coaches – shall be paid 65% of either the 11-12  
461 week Varsity Head Coach or the 13-18 week Varsity Head Coach Base Salary. \*\*Varsity Golf and Cross  
462 Country Head Coaches shall be paid at this level based on an 11-12 week season.
- 463 3. High School Varsity Assistant Coaches – shall be paid 60% of either the 11-12 week Varsity Head Coach  
464 or the 13-18 week Varsity Head Coach Base Salary.
- 465 4. Playoff Stipend Post District/League Events- high school coaches shall be paid \$200/week after the end-  
466 of-the-season District/League Event as compensation for extending the length of their season.

- 467        **d. Middle School**
- 468        1. All Middle School Coaches – shall be paid 55% of the 11-12 week High School Varsity Coach’s salary. The
- 469        Middle School season shall closely approximate a 10-week season.
- 470        2. For Middle School seasons extending beyond 10 weeks, coaches shall be paid a stipend of \$100/week.
- 471        3. Middle School Athletic Director – Annual stipend if accompanied by a prep period. If there is no prep
- 472        period, multiply the annual stipend by 3. (65% of the 11/12-week V base). Please refer to Appendix C,
- 473        Athletic Schedule 2019-20, page 46.
- 474

475 4. Activities

1. Levels	High School	Middle School	Elementary
100%			
90%			
80%			
70%	** Head Drama (2 Plays/Year –prorated if less)		
60%	** Band		
50%	**Vocal **Yearbook		
40%		Band/Vocal	
30%	Chess ASB Advisor		
20%	FBLA, FFA, Key Club, Interact Club **Newspaper	Chess	
10%	Dance Advisor (Prom, Print n’ Jean, Homecoming), Graduation Advisor, Other Clubs, Assistant Drama – 1/play as needed Link Crew	WEB	Outdoor School

476 Note: This schedule is set up as if all double asterisk “\*\*” activities have a class which in part addresses the  
 477 responsibilities of the activity. If no class time is dedicated to the activity, then activity compensation moves up  
 478 2 steps.

479 1. The base salary (100%) is equal to 13.4% of B.A. Step 1 (Appendix A). Positions not included on the  
 480 activities schedule may be paid at the Additional Professional Duty rate (see Article 5, Section B.3) for  
 481 time outside the contract.

482 **Article 6 – Fringe Benefits**

483 **A. Insurance**

484 For the period July 1, 2019 through September 30, 2022, the District shall provide medical, dental, life and  
 485 vision protection for all employees and their enrolled dependents. The employee contribution shall be as  
 486 follows:

Synergy Network

MODA Birch 14% of the monthly premium, including dental and vision  
 MODA Cedar 10% of the monthly premium, including dental and vision

PPO Network

MODA Dogwood 6% of the monthly premium, including dental and vision  
 MODA Evergreen 2% including dental and vision, and \$1,250 annually placed into a Health Savings Account (HSA) by the District

487 1. Employees who work the full work year as provided for in Article 10, Section A, shall receive benefits  
 488 commencing on the first of the month following the date of hire.

- 489 2. Insurance premiums shall be prorated for teachers working less than full time.
- 490 3. The elimination/qualification period for long-term disability (LTD) coverage shall be 90 calendar days.
- 491 The LTD Plan shall have a level of benefits equivalent to the MODA Standard LTD Plan provided in 2010-
- 492 11. The cost of the LTD premiums shall be paid by the employee.
- 493 4. The District shall establish Section 125 A, 125 B and 125 C programs for use by employees. Participating
- 494 employees shall pay the monthly Section 125 individual participant fee. Employees are required to sign
- 495 off annually to be in compliance with Section 125 regulations.
- 496 5. Employees who are double covered may opt out of medical insurance coverage, or medical, dental and
- 497 vision coverage. Employees opting out of insurance shall receive a district contribution to a Health
- 498 Reimbursement Arrangement-Voluntary Employees' Beneficiary Association (HRA-VEBA) in the
- 499 following amounts. Part time employees shall receive prorated contributions based on FTE.

500 2019-2022

Medical Opt Out	HRA Contribution	\$6,700
Medical, Dental, Vision Opt Out	HRA Contribution	\$7,500

501 **B. Insurance Limitations**

- 502 1. The District shall not be obliged and shall not pay for any medical and/or dental expenses not covered
- 503 by the insurance carrier(s). Such expenses shall be the sole obligation of the employee(s) incurring them.
- 504 2. The benefit programs(s) identified herein shall be provided only in accordance with the underwriting
- 505 rules and regulations as set forth by the carrier(s) in the policy (policies) retained by the policyholder.
- 506 3. The District does not guarantee against unilateral changes in benefits initiated solely by the insurance
- 507 carriers (companies) or a sponsoring Insurance Trust. In the event of a provider-initiated benefit or
- 508 program change(s) during the life of this Agreement, the parties agree to bargain, upon demand, over
- 509 changes in the benefit package.

510 **C. Insurance Committee**

511 An insurance Committee will be established with representation from all District employee groups. The

512 committee shall be made up of representatives from all District employee groups and will work towards

513 maximizing benefits in the most cost-effective manner.

- 514 1. The Insurance Committee shall be made up of 3 Association members, 3 classified unit members, 1 non-
- 515 licensed, (non-unit-represented employee), and 2 administrative unit members.
- 516 2. The committee shall review, study, and recommend future options for insurance coverage that
- 517 maximizes employee benefits in the most cost effective manner. The insurance carriers' long term
- 518 reliability and track record will be given utmost consideration.

519 **Article 7 – Leave of Absence With Pay**

520 **A. Sick Leave**

- 521 1. **Definition:** Sick Leave shall be defined as absence from duty due to the employee’s personal or  
522 immediate family illness or injury pursuant to Oregon Revised Statute (ORS 332.507) or current State  
523 Law and as further qualified in the following paragraph.
- 524 2. **Annual Accumulation:** Ten (10) days, or one day per month for work beyond ten (10) months, sick leave  
525 with full pay will be granted to all licensed personnel per year in the bargaining unit. Granting of this  
526 allowance is contingent upon the employee’s reporting to work at least one day in the year for which  
527 the allowance is granted.
- 528 3. **Unlimited Accumulation:** Unused sick leave shall accumulate.
- 529 4. **Transfer into District:** Unused, but accumulated sick leave, not exceeding ten (10) days for any one year  
530 and up to seventy-five (75) day total as required by ORS 332.507, may be transferred from another  
531 Oregon district retroactive to July 1, 1971, provided the employee has been continuously employed by a  
532 school district and such leave is verified by the administration of the other district(s).
- 533 5. **Physician’s Certificate:**
- 534 a. In absences in excess of five (5) days, the District may require a certificate from the employee’s  
535 attending physician stating that illness or injury prevented the employee from working.
- 536 b. Such physician’s certificate of illness shall not be required for absences of less than five (5)  
537 consecutive days in duration unless the District has reason to believe that abuse of sick leave  
538 may be occurring.
- 539 c. Any physician’s expenses created by or as a result of a District requirement to obtain  
540 certification of illness associated with absence of less than five (5) days that are not  
541 reimbursable by medical insurance, shall be paid by the District. If a question should arise  
542 regarding a teacher’s physical or emotional ability to perform his or her duties, the teacher’s  
543 immediate supervisor will meet with that teacher and his/her representative, if desired, and  
544 inform him/her as to the nature of the District’s concern. If at the conclusion of such a meeting,  
545 the District is of the opinion that an evaluation is appropriate, the District may require such  
546 employee to submit to medical examination or other appropriate evaluation at the expense of  
547 the District in order to establish the teacher’s fitness for currently assigned or possible  
548 alternative duties.
- 549 d. Drug testing shall only be conducted under the provisions of the District’s Drug Free Work Place  
550 Policy and/or Employee’s Assistance Program.
- 551 6. Licensed employees who choose to be eligible to use the Sick Leave Bank must contribute at least one,  
552 and up to two (2) days of sick leave to join the bank, and must contribute at least one and up to two  
553 days of sick leave the year after the sick leave bank falls below the limit defined by CMC (currently 600  
554 hours). The Sick Leave Bank will be used for the sole purpose of awarding additional Sick Leave to a  
555 licensed employee involved in a catastrophic or emergency situation. The Sick Leave Bank can only be  
556 accessed after a licensed employee has exhausted all other accrued leave. A committee consisting of  
557 three (3) teachers appointed by the Association and Superintendent, or designee, and an additional  
558 administrator shall be established to review requests for additional leave from the Sick Leave Bank and  
559 decide on the allocation. In the event emergency conditions arise, an extension of Sick Leave may be

560 granted by the Superintendent. Additional rules and guidelines for the Sick Leave Bank will be  
561 determined by the Contract Maintenance Committee.

## 562 **B. Occupational Illness or Injury**

563 The District shall pay to a teacher the difference between his/her regular take home pay and the benefits  
564 received by him/her under the Oregon Workers Compensation Law for absence due to a compensable  
565 injury, incurred in the course of the teacher's employment. The teacher shall be charged a proportionate  
566 amount of sick leave, as the salary paid him/her by the District relates to that teacher's full day's pay.

## 567 **C. Personal Leave**

568 At the commencement of each school year, each employee shall be credited with three (3) days of personal  
569 leave to be used in half or full day increments. At the conclusion of the school year each employee shall be  
570 paid \$100 for each day or \$50 for each half day of personal leave credited to him/her as provided, but not  
571 taken.

572 Each employee may deem the appropriate reason for personal leave and no reason need be given subject to  
573 the following:

- 574 1. No leave shall be granted unless a substitute is available except in the case of an emergency.
- 575 2. The employee shall give two (2) days advance notice when leave is desired unless circumstances beyond  
576 his/her control prevent such advance notice. The District shall have the right to deny any leave that is  
577 requested less than two (2) days in advance, unless due to circumstances beyond the employee's  
578 control, the leave could not reasonably have been requested earlier.
- 579 3. If a member requests emergency personal leave days immediately before or after Thanksgiving, Winter  
580 or Spring Vacation or the first/last contact day only, he or she may be required to give a reason for this  
581 request, and such request might not be granted.

## 582 **D. Bereavement Leave**

- 583 1. Up to five days paid bereavement leave for the death in the immediate family is available for use within  
584 two (2) weeks of death as deemed necessary by the employee. The only exception granted to the two  
585 weeks above will be for attending services schedule more than two weeks after death. This leave will  
586 not be deducted from any employee accrued sick leave or personal leave. Unused bereavement leave  
587 will not accumulate year-to-year.
- 588 2. Sick or personal leave can be used as bereavement leave for death outside of the immediate family.
- 589 3. Sick or personal leave in addition to the five (5) days granted in 1 above can be used to tend to family  
590 business matters with require the employee's presence (e.g. , settlement of the estate, legal  
591 proceedings, etc.) due to a death in the immediate family.

592 The term "immediate family" shall be defined as husband, wife, domestic partner, son, daughter,  
593 mother, father, sister, brother, grandmother, grandfather, grandchild; or on the marriage side, son-in-  
594 law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law.

595 **E. Funeral Attendance**

596 In the event of the death of a current or former employee, student, or other closely related individual to  
597 South Lane School District, the District shall grant, to an appropriate number of teachers, sufficient time off  
598 to attend the funeral, if it is held within the local area. The number of teachers released shall be at the  
599 discretion of the District.

600 **F. Jury Duty**

601 When an employee is on jury duty, he or she shall receive their regular pay for the period of such service  
602 provided he/she donate to the District Scholarship Fund all fees less expenses that are received for jury duty.  
603 The District shall provide a receipt for the same. If the employee's jury duty obligation is fulfilled at a time  
604 which will allow their return to duty for one-half day or more, they shall do so.

605 **G. Court Appearance as Witness**

606 When the employee is to appear before court, legislative committee, or other judicial body, as a witness in  
607 response to a subpoena or other directive by proper authority, provided that the employee has agreed to  
608 turn over to the District all fees less expenses that are received, he/she shall receive his/he regular pay. Such  
609 paid leave shall not be available if the employee is the defendant or complainant (named in the court case)  
610 or is appearing on behalf of or in connection with an action sponsored by the Association.

611 **H. Sabbatical Leave**

612 Sabbatical Leave shall be granted subject to the following conditions:

- 613 1. The employee shall have had seven (7) years continuous service with the District prior to taking the  
614 leave.
- 615 2. The District shall pay only the costs of the employee's medical and dental insurance protections during  
616 the leave period. These benefits (Medical and dental insurance) shall equal those that would have been  
617 paid had the employee been on duty during the leave period.
- 618 3. The leave shall commence at the time the employee would otherwise have reported for his or her duty  
619 on the first day of the school year and shall continue for the balance of that school year.
- 620 4. One member of the bargaining unit will be granted the leave so long as a plan as provided in subsection  
621 5, below, is reasonably related to established District programs.
- 622 5. Application for the leave must be made to the District before February 1 of each year. The application  
623 shall state, in detail, the activities the applicant intends to carry out during the leave and the benefit to  
624 the applicant and the District which shall accrue from the leave. Applicants shall be notified of the status  
625 of their request not later than March 15.
- 626 6. The applicant must have a planned program of graduate study at an accredited institution, on-the-job  
627 experience, or travel, or a combination of any of the foregoing. The employee shall not carry on full-time  
628 employment during the leave.
- 629 7. Benefit to the District from employee's leave shall be assured by the employee's commitment to return  
630 to the District for a period determined by the District, not exceeding three (3) years. The commitment  
631 shall be secured prior to commencing the leave, by the employee executing a promissory note in the



632 amount equal fringe benefits paid for the employee by the District for the employee's leave period. The  
633 note shall be discharged in the following manner:

- 634 a. After completing one year of service, one-third of the face amount of the note shall be  
635 considered paid.  
636 b. After completing two years of service, two-thirds of the face amount shall be considered paid.  
637 c. After completing three years of service, the note shall be discharged and returned to the  
638 teacher.

639 The note shall not bear interest until it becomes payable by the employee, after which time interest  
640 shall be six percent (6%) APR on the unpaid balance. The note shall become payable at such time as  
641 the employee voluntarily terminates his/her employment prior to the time the commitment period  
642 ends.

- 643 8. The Association shall have the right to review the application and make the recommendation to the  
644 District, which shall have the final decision about the selection of the employee to whom the leave shall  
645 be granted.  
646 9. Teachers who are laid-off or discharged shall not be required to pay back any funds owed the District.

#### 647 **I. Association Leave**

648 The Association shall be granted leave for its use (at the discretion of its President). The Association agrees  
649 to reimburse the District for the actual substitute teacher's salaries when such substitutes are utilized. Such  
650 leave days may be used to attend to the general business of the Association.

#### 651 **J. Perfect Attendance**

652 Each year of this agreement, any bargaining unit member with perfect attendance (no use of accrued sick  
653 leave) may be eligible for the following incentives:

- 654 1. One eligible bargaining unit member will receive the following year's employee contribution to their  
655 insurance benefit package paid by the District. If the bargaining unit member is retiring the following  
656 year, the bargaining unit member will be reimbursed for contributions made in the current year. This  
657 bargaining unit member will be selected by random drawing in June.  
658 2. All other eligible bargaining unit members will receive \$250, to be paid in June.

### 659 **Article 8 - Leave of Absence Without Pay**

660 Employees may be permitted leaves of absence without pay.

#### 661 **A. Criteria**

662 The Criteria by which the request for extended leave shall be judged as follows:

- 663 1. The employee's absence shall not negatively affect the program of the school to which the employee is  
664 assigned, nor of the District as a whole.  
665 2. A substantial basis for the request is not to seek permanent employment with another employer.  
666 3. The employee is not on a "plan of assistance" at the time the application was received.

667 4. The employee has been employed by the District for three (3) years prior to the time the leave is to  
668 commence.

## 669 **B. Terms**

670 The leave shall not exceed a period of one (1) year except Association leave, as in Section D.5., below, and  
671 Political Leave, as in Section D.3., below.

672 The leave may be extended for no more than one (1) additional year, at the discretion of the District.

## 673 **C. Personal**

674 Dealing with physical or mental disability or personal or family business. Seniority shall accrue during  
675 approved personal leaves of absence without pay, however no step increase on the salary schedule shall be  
676 granted.

## 677 **D. Extended Leave of Absence**

678 Such leaves shall be for a minimum of one trimester and maximum of two (2) school years.

- 679
- 680 1. **Professional Study:** Engaging in study at an accredited college or university reasonably related to his or  
681 her professional responsibilities.
  - 682 2. **International and Federal Programs:** Participation in exchange teacher programs in other states,  
683 territories; foreign or military teaching programs; Peace Corps, Teacher' Corps, or Job Corps, a full-time  
684 participation in such program or cultural travel or work program related to his or her professional  
685 responsibilities.
  - 686 3. **Political:** A leave of absence, not to exceed two (2) years may be granted to any teacher, upon  
687 application for the purpose of campaigning for, or serving in, a public office.
  - 688 4. **Military Leave:** An employee is eligible for leave in accordance with State and Federal law.
  - 689 5. **Association Leave:** Serving as an officer of, or on the staff of, the Association, the Oregon Education  
690 Association, the National Education Association or their educational affiliates shall be at the employee's  
691 request.

## 692 **E. Status While on Leave**

693 No sick leave credits shall accrue during the leave of absence.

- 694 1. The teacher's name will be kept on the rolls to permit participation in group insurance rates to the  
695 extent allowed by the insurance carrier, providing the teacher pays the premiums (except for leaves  
696 under Article 7, Section H, Sabbatical).
- 697 2. **Benefits While on Leave:** Unless insurance benefits are expressly waived by a teacher going on  
698 approved leave, when a teacher goes on unpaid leave during the term of a contract year, insurance  
699 premiums shall be paid by the affected teacher while on the unpaid leave of absence. The teacher's  
700 obligation for insurance premiums shall also include any pro-rate share; i.e., number of days unpaid  
701 leave divided by the number of contract days x the dollar amount of annual premium. For example: 29  
702 unpaid leave days,  $29/190 = 15.3\%$ .

- 703 3. **Benefits upon returning from leave:** At the time the employee begins his/her duties with the District  
704 following the leave of absence he/she shall be entitled to the same benefits as then existing for all  
705 regular employees in the bargaining unit. The unused accumulated sick leave earned by the employee at  
706 the commencement of the leave shall be restored.
- 707 4. **Position upon return:** The District shall “attempt to” return the employee to a position comparable to  
708 the assignment held by the employee immediately prior to his/her commencement of leave.
- 709 5. **Notice of return to the District:** By March 15 of the school year the employee is on leave, the District  
710 shall notify the employee, at his/her latest known address, whether the District expects him/her to  
711 return to the District’s employment for the following school year. By April 1 of the school year the  
712 employee is on leave, he/she shall notify the District whether she/will sign a District teaching contract  
713 and assume the teaching position in the District for the following school year.
- 714 6. **Time of return:** The employee shall return at the beginning of a normally contracted school year for  
715 his/her employment category, unless a contrary time has been agreed to by the employee and the  
716 District prior to the commencement of the employee’s leave.

## 717 **F. Application Procedures**

- 718 1. The application for the initial leave and any extension shall be in writing, addressed to the  
719 Superintendent. It shall state the reason the request conforms to the criteria established in this  
720 Agreement. Applications for leave shall be accompanied by a statement from the employee’s immediate  
721 supervisor as to the effect the employee’s absence will have on the educational program, and such  
722 other information relevant to the criteria upon which a leave maybe granted under this Agreement.
- 723 2. The application shall be presented to the Board of Directors with the Superintendent’s recommendation  
724 for final approval.

## 725 **Article 9 – Family Leave**

### 726 **A. Paid Leave**

#### 727 1. **Pregnancy Leave:**

728 An absence due to pregnancy, childbirth, or related medical conditions shall be considered a personal  
729 illness and accrued sick leave shall be allowed for the period(s) of actual disability, in accordance with  
730 Oregon Revised Statutes and/or Federal law. Leave taken under this provision which qualifies for leave  
731 under the Oregon Family Leave Act (OFLA) and/or the Family Medical Leave Act (FMLA), shall be  
732 counted toward the employee’s OFLA/FMLA annual leave allocation under OFLA/FMLA, but is still  
733 certified as medically disabled due to pregnancy, the employee may continue on paid leave, if sick leave  
734 is available from which to draw.

#### 735 2. **Parental Leave:**

736 An employee is eligible for parental leave, in accordance with current State and Federal law. When leave  
737 taken under this section qualifies for leave under OFLA and/or the FMLA, it shall be counted toward the  
738 employee’s OFLA/FMLA annual leave allocation. When the employee has accrued paid leave from which

739 to draw, the period of parental leave shall be with pay, until the employee has exhausted available paid  
740 leave or the leave period has expired. When all available paid leave has expired, the employee is eligible  
741 for unpaid leave.

742 3. Family Issues:

743 a. Assuming the employee has accrued sick leave from which to draw paid time off, a reasonable  
744 number of days of sick leave, as approved by the Superintendent or his/her representative, will  
745 be granted to cover absences due to illness, as per ORS 659.470(l), and ORS 659.476 (l), in the  
746 immediate family of the employee to be with members of the immediate family when an  
747 emergency occurs due to illness, accident or death.

748 In cases of family illness, the teacher is expected to make arrangements for the care of family  
749 members and return to work as soon as possible. In the event emergency conditions arise, an  
750 extension of this family illness leave may be granted by the Superintendent.

751 b. When leave taken under this section qualifies for leave under the OFLA and/or the FMLA, it shall  
752 be counted toward the employee's OFLA/FMLA annual leave allocation.

753 **B. Unpaid Leave**

754 1. Parental Leave:

755 In addition to the leave available in section A (2) of this Article, an employee may request additional unpaid  
756 leave up to a maximum of forty (40) weeks of parental leave.

757 2. Adoption Leave:

758 The District will allow five (5) non-compensated, emergency leave days to unit members to make  
759 arrangements for the placement of adopted children in the unit member's home. This provision is in  
760 addition to the right to take any other paid or unpaid leave, pursuant to State and/or Federal law. Parental  
761 leave may also be utilized under the adoption leave provision, when a unit member obtains custody of a  
762 child.

763 **Article 10 – Work Schedule**

764 **A. Work Year**

765 The school work year for employees shall not exceed one hundred ninety (190) days including 177 student  
766 contact days, three (3) grading days (one day at the end of each term), two (2) teacher work days prior to  
767 the first student contract day, three (3) District workshop days for Professional Growth and five (5) paid  
768 holidays (Labor Day, Veteran's Day, Thanksgiving Day, Martin Luther King Day, and Memorial Day) except  
769 that additional inservice days may be required for teachers new to the District.

770 There are two types of required paid days when students are not in attendance:

- 771 1. **Staff Development** – A day bargained to be building or District directed for the purpose of staff  
772 development.
- 773 a. **Building Level** – The building choose the activity for the day.
- 774 b. **District Level** – The District choose the activity (usually working with the Staff Development  
775 Committee.)
- 776 2. **Work Day** – There shall be a minimum of five (5) work days per school year. The teacher chooses how to  
777 spend his/her time (report cards, bulletin boards, meetings teachers choose to set up and/or attend).  
778 The five (5) teacher work days shall be scheduled as follows:
- 779 a. Two (2) days prior to the first student contact day, minimum of 4-hour time blocks.
- 780 b. One (1) day each at the end of each grading period.

## 781 **B. Closure During School Session**

782 If the school is closed while school is in session, due to natural or man-made disasters, the employee shall  
783 remain at his/her assigned school until students are cleared from the building.

784 When schools are closed before the school day, due to hazardous weather, employees will not be required  
785 to report to work. However, if an employee is not required to report to work, the District may require the  
786 employee to make up the time without additional pay, if the number of pupil contact hours would be  
787 otherwise less than the minimum state standard, A recommendation for when this time may be made up  
788 will come from CMC.

## 789 **C. The Professional Schedule**

790 For purposes of fulfilling professional responsibilities associated with teaching, and eight (8) hour work day  
791 will be flexible, and will be guided by these principles:

- 792 1. **Standard Work Schedule:**
- 793 a. The standard work schedule for teachers shall be forty (40) hours per week including a daily duty-free  
794 lunch period of 30 minutes.
- 795 b. Starting and dismissal times of regular building hours, which vary from school to school, shall be  
796 determined by the District.
- 797 c. Secondary FTE calculations for part time teachers shall be based upon the number of periods taught  
798 by the part time teacher divided by the standard full time (1.0 FTE) secondary teaching assignment.  
799 Example: Part time teacher has four (4) instructional periods, divided by the standard full time  
800 assignment of six (6) instructional periods,  $4/6 = 0.67$  FTE.
- 801 d. Itinerant and part-time teachers will meet with their Building Administrators during inservice week of  
802 each year to develop a plan and agreements for planning, early-release days, lunch, staff meetings,  
803 conferences, assembly schedules, etc. For itinerant teachers, duty-hours shall be the same as the

804 standard work schedule as provided for in this section, and shall begin upon arrival at their first  
805 assignment and end at their last daily assignment.

806 **2. Work Beyond Regular Duties:**

- 807 a. Unit members recognize that their responsibility to students requires the performance of duties  
808 involving the expenditure of time beyond that of the student/standard schedule, and shall be  
809 available for student and/or parent consultation, as well as other professional activities and  
810 responsibilities.
- 811 b. All teachers will have a maximum of two required obligations beyond their regular duties, in  
812 addition to the Title IA family involvement events (minimum amount of required events), and parent  
813 teacher conferences. (e.g., music programs, art shows, carnivals, dances, graduations).  
814 Communication about which obligations beyond their regular duties are required and which  
815 obligations are optional will be done at the beginning of each year.
- 816 c. The Superintendent/designee may grant paid leave for bargaining unit members who perform  
817 additional duties under emergency circumstances.

818  
819 **3. Time Schedule:** Unit members will schedule regular times when they will be available, and will  
820 communicate these hours to their students and parents in a timely manner.

821 **4. Early Release Days:**

822 a. "Planning time" is defined as two or more members engaging in collaborative planning, and staffs are  
823 highly encouraged to plan collaboratively.

824 b. Early release days are in addition to the weekly 300 minutes preparation time.

825 The Early Release days will be assigned as follows:

- 826 ● 8 Collaboration days  
827 ● 11 School Directed  
828 ● 4 District Days  
829 ● 7 preparation days  
830 ● 5 Preparation days for conferences/transitions

831 Discrepancies in the number of days above will be decided by CMC.

832

833 **5. Preparation Time:**

- 834 a. Within the standard work week, the District shall provide for a minimum of 300 minutes of  
835 individual teacher preparation time. This time shall be in blocks of at least thirty (30) minutes per  
836 day. Elementary teachers will be provided 60 minutes of preparation time per week during the  
837 student day. This added time is part of the 300 minutes of preparation time.
- 838 b. Preparation time shall be prorated for part-time employees.
- 839 c. Each building will designate 1 day a week to be used for preparation time.
- 840 d. The non-student contact day mid-year will consist of 4 hours of inservice, and 4 hours of teacher  
841 preparation.
- 842 e. Supervision of students when assigned by an administrator shall not be considered planning time.

- 843 f. Teachers may be excused during the scheduled work day to attend to personal business; provided  
844 the absence has the concurrence of the building principal and arrangements have been made for  
845 the teacher to make up time missed. Such absence may only occur during preparation time.
- 846 g. **High School (grades 9-12)** High school staff shall have a maximum of four (4) preparations.
- 847 h. **Middle School (grades 6-8)** It is understood that the Middle School Level is a unique organizational  
848 structure. Middle school teachers will follow the high school or elementary recommendations  
849 depending on the situation: however, four (4) preparations is the major guideline.
- 850 Some special programs may look more like an Elementary assignment. In these cases, the K-5  
851 guideline will be followed. However, every attempt will be made to make workload adjustments to  
852 such unusual situations. Each such assignment shall be reviewed prior to the end of the given term.  
853 In extenuating circumstances when consensus cannot be reached a teacher can be assigned more  
854 than four (4) preparations after exhausting all available options.
- 855 i. **Elementary level (grades K-5)** The District shall make every effort to prioritize, discontinue, alter or  
856 condense curriculum to make the most efficient use of staff time.
- 857 6. **Closure Due to Lack of Funds:** The District reserves the right to close the schools due to a lack of funds.  
858 No salaries or benefits provided in this Agreement shall accrue for any days not worked as a result of  
859 school closures due to lack of funds. Short term closures shall be treated as temporary layoffs.

## 860 **Article 11 – Vacancies and Transfers**

### 861 **A. Posting**

- 862 1. All positions will be posted on the South Lane School District website.
- 863 2. During the school year job vacancies will be sent to the Association President to be posted on  
864 the Association bulletin board in each building or electronically on district website.
- 865 3. No vacancy posted on or before August 1 shall be filled until five (5) working days after the  
866 posting of the vacancy.

### 867 **B. Voluntary Transfers**

- 868 1. Requests by an employee for a transfer to a different building shall be made in writing and  
869 delivered to Human Resources.
- 870 2. The request shall set forth the reasons for the transfer, the school sought, and the applicant's  
871 academic qualifications.
- 872 3. Employees can also request a transfer by applying for open positions. In such cases, the most  
873 qualified bargaining unit members will each be granted an interview, with hiring preferences  
874 given to the bargaining unit member when all other considerations are equal.
- 875 4. The District shall act upon such request, without unreasonable delay and shall provide the  
876 employee with written notification as to its action with the general reasons for the action taken.

### 877 **C. Involuntary Transfers**

- 878 1. The parties agree that the District shall have the right to transfer bargaining unit members from  
879 one building, subject, and/or grade level to another building, subject, and/or grade level, within  
880 the District. Bargaining unit members will be transferred to positions for which they are  
881 qualified as determined by their licensure, subject only to the following procedural  
882 requirements:
- 883 a. The District will seek volunteers before involuntarily transferring a teacher.
  - 884 b. Involuntary transfers will not be for disciplinary reasons.
  - 885 c. The employee being considered for such transfer and the Association shall be notified in  
886 writing.
  - 887 d. Before the transfer is finalized, the bargaining unit member may request to meet with the  
888 Superintendent or designee for the following purposes:
    - 889 i. Clarifying, within the limits of professional ethics, the reasons for the proposed  
890 transfer.
    - 891 ii. Allowing the bargaining unit member the opportunity to express his/her wishes  
892 relating to the proposed transfer and discuss alternative transfer options.
- 893 2. When the final decision to transfer has been made, the employee shall be notified in writing  
894 as to the decision.
- 895 3. In the event an involuntary transfer is undertaken during the summer recess period, the  
896 District shall observe the procedure as outlined in Sections C.1. and C.2. (above), provided it  
897 is practical to do so. If the employee cannot be contacted at his/her address of record or is  
898 unavailable for a meeting upon the specified date or a mutually acceptable alternative day,  
899 the procedures as outlined above shall not be construed so as to prevent the District from  
900 finalizing the transfer in an expeditious manner.
- 901 4. **Transfer Due to State and Federal Mandates:**
- 902 A transfer may be required as a result of school and/or district sanctions due to state and/or  
903 federal mandates. Section C shall not apply in the event of a relocation of staff for these  
904 purposes. In the event that such transfers become necessary:
- 905 a. The Association and all affected bargaining unit members shall be notified within five (5)  
906 days of a decision to make a non-emergency relocation.
  - 907 b. Upon request, the District shall meet with the Association to review the procedures to be  
908 used in such a transfer.
- 909 5. **Facilities Closure:**
- 910 a. Emergency Relocation: Section C shall not apply in the event of employee transfers that are  
911 the result of a facilities closure, partial or total, that is for fire, flood, utilities breakdown, or  
912 other events that could not reasonably have been foreseen in advance.
  - 913 b. Non-Emergency Relocation: Section C shall apply.

914 Teaching assignment information and procedures are not covered in this section. See Article 12,  
915 Section M.



916

## Article 12 – Right of Professional Unit Members

917

### A. Suspension

918

Suspension of permanent or probationary employees will be in accordance with ORS 342.875.

919

### B. Grading of Students

920

Teachers shall maintain the responsibility to determine grades and other evaluation of students. Grade changes will follow the established grade change procedure in each school. Grade changes will not occur without notification and involvement of the teacher prior to changing the grade.

921

922

923

### C. Personal Freedom

924

The District recognizes that the personal life of an employee is not an appropriate concern of the District, except as it may affect the teacher’s work performance, student relationships, teacher relationships, the regular operation of school, or except as it may conflict with statutory responsibilities of the School Board.

925

926

927

928

### D. Academic Freedom

929

The District and the Association agree that academic freedom is essential to the fulfillment of the purpose of the District, and they acknowledge the fundamental need to protect unit members from any censorship or restraint which might interfere with their obligation to pursue truth in performance of their teaching functions.

930

931

932

933

#### 1. Controversial Material:

934

Unit members shall be guaranteed freedom in classroom presentations and discussions and may introduce controversial material, provided that the material is relevant to the course content and is not disruptive to the educational process.

935

936

937

#### 2. Personal Opinion:

938

In performing their teaching function, unit members shall be guaranteed the freedom to express their personal opinions on all matters relevant to the course content. However, when they do so, they shall indicate they are speaking personally and not on behalf of the school, its administration or the District.

939

940

941

942

### E. Representation Rights

943

Bargaining unit members shall have the right to representation by the Association in meetings that the employee believes will lead to discipline or are performance-related.

944

945

### F. Employee Discipline

946

1. Discipline shall be defined as written reprimands, suspensions, demotions or dismissal actions that have an adverse effect on the employee’s continuation of employment. Administrative actions intended as disciplinary shall be clearly identified as “written reprimand”, “suspension”, “demotion”, or “dismissal”, consistent with this definition. Specifically excluded from this definition

947

948

949

- 950 are materials or documents related to employee evaluations and District's Teacher Evaluation  
951 Handbook.
- 952 2. No employee shall be disciplined without just cause. The specific reason forming the basis for the  
953 discipline shall be made available to the employee on request.
  - 954 3. Specifically excluded from the just cause standard are extended duty, co-curricular duties, the  
955 substance and supporting documentation for evaluations, and probationary non-renewal.
  - 956 4. No contract employee shall be dismissed or non-extended, except for ground enumerated in ORS  
957 342.865.
  - 958 5. An Employee who is dismissed or a contract teacher who is non-extended shall have the option of  
959 challenging the District's actions under ORS 342.805 to 342.930 or through a just cause grievance,  
960 using the process of Article 3 of this Agreement. If the employee chooses the grievance option, the  
961 parties agree to waive the rights, limitations, and procedures under 342.805 to 342.930. If the  
962 employee chooses the statutory option, the hearings officer will be selected from OSBA/OEA list,  
963 using an alternative striking process.
  - 964 6. Within five (5) days after the receipt of the notice of appeal of dismissal or contract non-extension,  
965 the District will provide the statutory grounds for the employment termination, a statement of facts  
966 in support, and a list of witnesses and documents to be relied upon at the hearing.
  - 967 7. No employee may be dismissed, laid-off, non-contract extended, or non-renewed based upon the  
968 employee's salary placement or other compensation.

## 969 **G. Public Criticism**

970 A unit member will not be reprimanded, disciplined, or criticized in a public forum. The district may  
971 intervene to protect the physical or mental well-being of another individual.

## 972 **H. Complaints**

- 973 1. If a complaint is to be used in a teacher's evaluation, discipline or placed in the personnel file, the  
974 teacher must be informed in writing of the complainant and the nature of the complaint within  
975 seven (7) contract days of receipt of the complaint. All complaints shall be signed by the  
976 complainant. During vacation and holiday periods every effort will be made to handle the complaint  
977 expeditiously.
- 978 2. The employee has the right to Association representation at all levels.
- 979 3. A face to face meeting is recommended between the complainant and the teacher in the presence  
980 of the supervisor, however, this requirement will not prevent the complaint from moving forward.  
981 Complaints of a criminal nature or involving harassment are not recommended for a face to face  
982 meeting.
- 983 4. The teacher will be given an opportunity to respond to and/or rebut such complaint.
- 984 5. The supervisor will attempt to resolve the complaint to the satisfaction of all parties. If the  
985 bargaining unit member is dissatisfied with the resolution, he/she may appeal to the Superintendent  
986 or, if still dissatisfied, to the Board level.
- 987 6. Only complaints which are used in a teacher's evaluation or result in disciplinary action shall be  
988 considered a permanent part of a teacher's personnel file and shall not be removed for any reason,

- 989 except if the related discipline is overturned. A teacher shall have the right to attach the teacher's  
990 response, or any other relevant documents, to any document included under this subsection.
- 991 7. Written complaints filed against an employee shall not be placed in the employee's personnel file  
992 provide the written complaint has not led to discipline of the employee.
- 993 8. With all written complaints, the District and the Association encourage a collaborative problem  
994 solving approach to resolving the complaint prior to discipline being imposed.
- 995 9. Following the execution of this Agreement, any employee wishing to review their personnel file,  
996 consistent with Board policy, may do so with the intention of purging any written complaints that  
997 had not previously led to discipline.
- 998 10. This policy does not apply under the following conditions:
- 999 a. The complaint is part of a Title IX or child abuse investigation by the school or district  
1000 as required by law.
- 1001 b. The complaint is not used as the sole basis of discipline. For more information about  
1002 employee discipline (including the "Just Cause" provision), please see Article 12,  
1003 section F.

1004

1005 **I. Non-Discrimination**

- 1006 1. The District agrees to follow all State and Federal laws regarding non-discrimination.
- 1007 2. In order to promote non-discrimination and an environment free of harassment, South Lane School  
1008 District prohibits discrimination in the workplace, including all of its program and activities, on the  
1009 basis of race, color, national origin, age, disability, sex, marital status, familial status, parental status,  
1010 religion, sexual orientation, genetic information, and political beliefs.

1011 "Sexual orientation" means an individual's actual perceived heterosexuality, homosexuality,  
1012 bisexuality or gender identity, regardless of whether the individual's gender identity, appearance,  
1013 expression or behavior differs from that traditionally associated with the individual's sex at birth.

1014 **J. Reduction in Force/Layoff**

- 1015 1. Reduction in staff may result from insufficient funding, a decrease in enrollment, or state  
1016 and federal mandates. Reduction in staff may also result from the elimination of courses or  
1017 a school closure due to Administrative decision.

1018 No reduction will take place until all resources, alternatives, and other personnel have been  
1019 examined and alternatives eliminated. Thereafter, the District agrees that such reduction shall  
1020 be made in accordance with the following procedure:

1021 **a. Definitions**

- 1022 i. Seniority shall be defined as the employee's total length of service in the District since  
1023 last date of hire. Seniority shall be computed and accrued from the employee's first date  
1024 of actual service within a regular academic year, excluding extra duty and/or co-curricular  
1025 contracts. Seniority for Bargaining Unit members hired to begin work before August 15<sup>th</sup>  
1026 shall have a hire date consistent with their first date of service.

1027 Seniority shall accrue during leaves of absence. Employees with common hire dates will  
1028 draw lots to determine seniority during inservice week. The employee with a number one  
1029 (1) lot has the most seniority.

1030 ii. Reduction in Force shall be defined as the elimination or reduction of any Bargaining Unit  
1031 position caused by the reasons set forth in J.(1) above.

1032 iii. Layoff shall be defined as a Unit member's total or partial involuntary loss of  
1033 employment caused by the reasons set forth in J.(1) above. Recall rights shall be  
1034 determined according to seniority and licensure on file with District Personnel at the time  
1035 the Reduction in Force is declared.

1036 Unit members, so affected, shall have recall rights to be restored t his/her previous FTE  
1037 level or a greater FTE level (provided proper license is currently held), before any new  
1038 hires are employed.

1039 iv. "Competence" means the ability to teach a subject or grade level (elementary, middle or  
1040 high school) based on recent teaching experience related to that subject or level within  
1041 the last five (5) years, or educational attainments or both, but not based solely on being  
1042 licensed to teach. If there is an available position, and no staff member meets the  
1043 definition of competence defined above, then a staff member with appropriate licensure  
1044 who is willing to pursue additional training and preparation equivalent to nine (9) credit  
1045 hours will be considered competent.

1046 2. **Status of Temporary Teachers:** Temporary teachers are excluded from coverage under this  
1047 Article. If a temporary teacher is subsequently hired by SLSD as a probationary teacher without a  
1048 break in service, the teacher's seniority date and hire date shall be the original date of  
1049 temporary hire. It is expressly understood that all temporary teachers will be released before  
1050 any of the provisions concerning probationary and permanent teachers are put into effect. The  
1051 District shall not be required to rehire or continue the employment of temporary teachers  
1052 beyond the term or period for which they were hired.

1053 3. **RIF/Layoff Procedure:**

1054 a. If the Administration intends to recommend Board action for a reduction in force or layoff  
1055 (pursuant to Section J above), it will notify the Association, in writing, with as much detail as  
1056 possible. The Administration shall also prepare a seniority list by licensure area and provide a  
1057 copy to the Association.

1058 b. In the event that the Board determines (pursuant to Section J, above) that a reduction in force  
1059 and/or layoff is necessary, the order of layoff and/or transfer shall be determined by seniority,  
1060 competence, and license. Notice of layoff shall be given to the Association and the affected  
1061 teachers a minimum of sixty (60) calendar days prior to the effective day of layoff.

1062 c. In conducting a reduction in force and/or layoff, the District will first determine the programs or  
1063 courses scheduled for elimination.

1064 d. After such determination, the least senior teachers within the affected areas will be transferred  
1065 to any Unit position vacancies within his/her (their) appropriate licensure, so long as they are  
1066 competent to teach the subject or level of the respective vacancy. If no such vacancy exists, the

- 1067 affected teachers shall be transferred to the position of the least senior teacher (within the  
1068 affected teacher's area of licensure), provided that said teacher has less seniority than the teacher  
1069 being transferred.
- 1070 e. The District will make every reasonable effort to create a full-time Unit position by combining  
1071 part-time assignments, provided that the seniority and competence of each part-time teacher  
1072 (whose assignment is to be combined) is less than that of the teacher for whom the position is  
1073 being created.
- 1074 f. The District will make every reasonable effort to employ a laid off or part-time teacher as a  
1075 substitute when appropriate.
- 1076 g. If the District desires to retain an employee with less seniority than an employee being laid off,  
1077 the District must show that the employee being retained has more competence than the  
1078 employee who is being released.
- 1079 h. In the event a transfer or layoff arises as a result of a school closure (other than short closures  
1080 due to inclement weather or other such emergencies), the procedures of the Articles shall be  
1081 followed.
- 1082 4. **Insurance Benefits During Layoff:** The District shall provide, at its expense, the medical  
1083 insurance benefits, as specified in Article 6, for a period of one hundred eighty (180) days or six  
1084 (6) months. The effective date of this provision shall be the first day following the expiration of  
1085 normal insurance eligibility or September 1 of the year, whichever is the later date. The District  
1086 will have no obligation to provide such benefits to a laid off teacher who commences  
1087 employment with an employer who provides medical insurance for its employees, including the  
1088 teacher who is on layoff status.
- 1089 5. **Recall/Restoration to prior Status:** When the District determines that it is able to reinstitute  
1090 programs or positions eliminated or reduced under Section A, above, it shall offer recall to those  
1091 Unit members on layoff or reduced FTE in inverse order of their layoff or reduction, so long as  
1092 they are competent, using the same criteria as set forth in Section J (1), above. Licensed  
1093 teachers so affected shall be recalled under the Contract in force at the time of recall.
- 1094 a. **Recall Rights:** The right to be recalled shall continue for twenty-seven (27) months from the  
1095 effective date of the layoff reductions. For the purposes of this Agreement, the effective date  
1096 shall be the first day of the new school year, if the last day of service was the close of the  
1097 previous year, or shall be the first day of the month following the last day of service, if during  
1098 the school year; e.g., end of first semester or trimester.
- 1099 i. The right to be recalled shall not be forfeited by a teacher's refusal to accept a position  
1100 offered, unless the teacher refuses a position for which they are licensed and  
1101 competent. The right to recall shall not be forfeited if the recall is to a position with  
1102 lower FTE.
- 1103 b. **Recall Procedure:**
- 1104 i. Notice of recall shall be sent via certified mail, return receipt requested, to the last  
1105 address given by the teacher to the District. The affected teacher shall have ten (10)  
1106 calendar days from the date the notice was received to notify the District of his/her

1107 intent to accept the recall offer and the earliest date they will report to work or to reject  
1108 the recall offer. If accepted, the teacher must, thereafter, report on the starting date  
1109 specified in the notice of recall, unless reporting on that date would result in loss of  
1110 employee's teaching license. In such a case, the reporting date shall be not less than  
1111 sixty (60) calendar days from the date the notice of recall was received, or sixty-five (65)  
1112 calendar days from the date the notice was mailed, whichever is the later date. Failure  
1113 on the part of the teacher to notify the District of acceptance or rejection of the offer of  
1114 recall, within the timeliness specified, above, shall constitute the constructive  
1115 resignation of the teacher from employment with the District.

- 1116 ii. On the same date a person from the RIF pool is offered a position in a timely manner,  
1117 the next person in order of recall will be notified they may be offered a position should  
1118 the person being recalled not accept the position. The person on alert will have five  
1119 days beyond the original recalled person's timeline, as described in Article 11, to notify  
1120 the District as to whether or not they will accept the position.
- 1121 iii. All benefits to which an employee was entitled at the time of reduction, including  
1122 unused accumulated sick leave will be restored to the employee, upon the employee's  
1123 return to active employment, and the employee will be placed on the proper step of the  
1124 Salary Schedule for the employee's current position, according to the employee's  
1125 experience.
- 1126 iv. After all possible recalls have been affected, teachers who were transferred as a result  
1127 of reduction in force and/or layoff shall be given the option of a voluntary transfer to  
1128 vacant positions. The order of such transfers shall be based on seniority, competence,  
1129 and license, with the most senior teacher being given first choice.

1130 **6. Appeal Procedure:** Any "appeal" from the Board's decision on layoff or recall, pursuant to this  
1131 Article shall be by means of expedited arbitration, as follows:

1132 a. The Association shall have ten (10) days from the time the employee received written notice  
1133 of layoff to request expedited arbitration. This request shall be in writing to the District  
1134 Personnel Director.

1135 b. District Personnel will convene a meeting of the CMC within five (5) days of receiving the  
1136 written notice of appeal to seek an alternative solution acceptable to the involved parties. CMC  
1137 must provide a written response to the issue within 24 hours of said meeting. The CMC shall be  
1138 limited to making recommendations to the parties.

1139 c. If no resolution is reached, the Association and the District shall then have five (5) days from  
1140 the CMC response to select an arbitrator. Failing to do so, the Association and the District shall  
1141 request the Employment Relations Board (ERB) appoint an arbitrator who can hear the case  
1142 within one (1) calendar month.

1143 d. If the appeal does not proceed into arbitration, the decision of the arbitrator will be final and  
1144 binding upon all interested parties, as long as the arbitrator's decision is within his/her

1145 jurisdiction. The arbitrator is authorized to reverse the layoff or recall decision made by the  
1146 District, if the District:

- 1147 i. exceeded its jurisdiction,
- 1148 ii. failed to follow the procedure applicable to the matter before it,
- 1149 iii. made a finding or order not supported by preponderance of evidence in the whole  
1150 record, or
- 1151 iv. improperly construed the applicable law.

## 1152 **K. Safe Work Environment**

1153 South Lane School District staff members have a right to a safe work environment. The District will:

- 1154 1. Provide annual training concerning school safety and student behavior management.
- 1155 2. If state and/or federal regulations require employees and/or students to use safety equipment in  
1156 carrying out work and/or classroom assignments, the District shall supply the required equipment. The  
1157 employee has the burden of demonstrating that the specific safety equipment is required by state or  
1158 federal regulations. The employee must cite the state or federal law or regulation and give the District  
1159 90 days' notice of the request to provide the required safety equipment.

## 1160 **L. Class Size**

1161 1. The teacher and the principal will work cooperatively to reach the best decision for the students, the  
1162 teacher, the administrator(s), and the school in determining overall class size, student characteristics  
1163 should be considered.

### 1164 **2. Grade K-5**

1165 The District and Association recognize that 20-22 students per class is ideal, but understand that a  
1166 greater number of students is probably more realistic. The District will do its best to keep the class size  
1167 per teacher to less than 28 students at grades 4-5, less than 26 for grades 2-3, and less than 25 for  
1168 grades K-1. If a class does exceed these guidelines, a collaborative solution will be sought.

### 1169 **3. Grade 6-12**

1170 The District will do its best to keep the average of students per class (excluding advisory) to less than 28.  
1171 If a teacher does exceed an average of 28 students per class, a collaborative solution will be sought. Due  
1172 to the group nature of music and physical education classes, these guidelines shall not apply. Every  
1173 effort will be made to balance multi-sectioned classes.

### 1174 **4. Special Education**

1175  
1176 The District will do its best to keep Special Education caseloads to 1:20 for elementary school, 1:27 for  
1177 middle school and 1:29 for high school. (This assumes that middle and high school teachers receive one  
1178 additional prep period for caseload management.)

1179  
1180  
1181  
1182  
1183  
1184  
1185  
1186  
1187  
1188  
1189  
1190  
1191  
1192  
1193  
1194

**5. Stipends**

Automatic stipends will be awarded as follows:

Provide stipend to teacher in the amounts listed below based on the number of over class size limits (excluding PE and Music). Class size is to be based on the enrollment numbers in the last week of each month of October, January, and May. Stipends will be paid in June Payroll.

**6. Other Possible Outcomes:**

- a. Reallocate Educational Assistant time
- b. Balancing classes per grade level, subject level, and/or class period.
- c. Move teachers in the building from one grade level to another.
- d. Use a managed volunteer program.
- e. Utilize release time creatively, including canceling groups for some SPED/Specialists.
- f. Short-term mentoring/Peer coaching
- g. At elementary level, confer with teachers about most appropriate classroom placement for new students.

K-1	2-3	4-5	Secondary (average not including advisory)	Stipend
25	26	28	≥28 to ≤29	\$250
26	27	29	>29 to ≤30	\$500
27	28	30	>30 to ≤30.5	\$750
28	29	31	>30.5 to ≤31	\$1,000
≥29	≥30	≥32	31	\$1,500

- h. Other options acceptable to all parties including District, Association, Administrator and Teacher.
  - i. Support with IEP paperwork/scheduling (for Special Education teachers and specialists).
  - j. Adjusting teaching and case management responsibilities (ex. increase case management, decrease teaching responsibilities, etc.)
- Note: This list of solutions is not intended to be all inclusive.

7. If the principal and the teacher cannot reach agreement within ten (10) days, the teacher may appeal to the CMC. The decision of the CMC shall be final and binding on the parties and not subject to review through either the grievance procedure or statutory administrative procedure.

**M. Teaching Assignment**

Building administrators will determine teaching assignments and notify each teacher of their assignment for the coming school year by June 1 whenever feasible. Teachers hired after June 1 shall be given the above information at the time of hiring. If changes in assignment become necessary, teachers affected shall be notified in writing. Notification of assignment shall include building, grade level, and/or subject. For the purpose of this section, the work "subject" shall be interpreted to mean subject area; e.g., history includes History of Russia, American History, etc. If changes become necessary after June 1, teachers shall be notified as soon as feasible.



1211 **N. Outside Instructional Services/Technology**

1212 Outside instructional services, such as technological delivery systems and satellite instruction, will be  
1213 used to augment current staffing and programs as opposed to displacing unit members.

1214 **O. Personnel Files**

1215 The personnel file shall be the sole responsibility of material related to employment. A working file is  
1216 permitted but materials must be placed in the personnel file if they are to be used for evaluation or  
1217 discipline.

- 1218 1. The Board agrees to protect the confidentiality of all personnel files, references, academic  
1219 credentials, working files, investigatory files, and any other documents in the above file, to  
1220 the extent permitted by Oregon law.
- 1221 2. A teacher shall be shown all material before it is placed in the personnel file, except that  
1222 personnel and payroll documents, including licenses, academic records, and payroll  
1223 information shall be routinely place in personnel files without notice to employees.
- 1224 3. An employee shall have the right to review the file with a representative present and to  
1225 receive a copy of any document contained therein.
- 1226 4. An employee shall have the opportunity to submit a written response to material placed in  
1227 his/her personnel file and have said response included in the file.
- 1228 5. After three (3) years, outdated material shall be expunged, so long as the material to be  
1229 expunged is not related to evaluation or discipline, and so long as there is no repeated,  
1230 recorded incidents, except as stated in Section H. (7) above.
- 1231 6. Material not previously in the personnel file cannot be used for discipline.

1232 **P. Organizing**

1233 Employees shall have the right to organize, join and assist the Association, to participate in professional  
1234 negotiations with the Board through the Association and to engage in other activities, individually or in  
1235 concert, for the purpose of establishing, maintaining, protecting or improving conditions of professional  
1236 service.

1237 **Q. Student Discipline**

- 1238 1. Employee shall be informed annually of the District's policies regarding student discipline.
- 1239 2. School administrators will meet with employees annually to receive input and review building disciplinary  
1240 standards and procedures. Administrators and staff shall work collaboratively to ensure enforcement of  
1241 building discipline standards.
- 1242 3. The District and Association will publicize policies and procedures regarding student rights and  
1243 responsibilities.
- 1244 4. A seriously disruptive student is one who is unmanageable, has caused a room clear, and/or may pose a  
1245 threat to the physical safety of the employee, other students, or district property. When a seriously  
1246 disruptive student has been removed form a classroom, the administrator or his/her designee will review

1247 circumstances and information concerning the student’s removal from class. After consultation with the  
1248 classroom teacher, the final decision for re-admittance to class rests with principal or his/her designee.

## 1249 **Article 13 – Professional and Educational Improvement**

1250 In order to constantly improve instruction, the District and Association recognize that it is critical to provide  
1251 continual professional development. The priority we place on staff development will be reflected in budgeting  
1252 of appropriate funding for staff development activities. Through creative budgeting, utilization of staff  
1253 expertise, and the establishment of priorities, South Lane School District will budget an amount at least  
1254 equivalent to 1% of licensed salaries to be allocated among tuition reimbursement, District Staff  
1255 Development, and Building Staff Development funds.

### 1256 **A. Tuition Reimbursement**

- 1257 1. Teachers may apply for reimbursement up to four hundred dollars (\$400) per fiscal  
1258 year. This request should be completed in a timely manner. The guideline is to submit  
1259 the request within fifteen (15) days after receipt of participation documentation.  
1260 Reimbursement is allowed for the fiscal year in which the payment is made following  
1261 the receipt of participation documentation. The District may grant additional  
1262 reimbursement up to \$200 per bargaining unit member if:
- 1263 a. Funds are available;
  - 1264 b. The application is consistent with the individual’s professional growth plan;  
1265 and
  - 1266 c. All other options for reimbursement are exhausted (i.e., tuition vouchers.)

1267 Additional reimbursement to bargaining unit members in any given year shall not  
1268 exceed a total of \$2,000. Priority shall be given to bargaining unit members who are  
1269 working on coursework to become highly qualified teachers.

- 1270 2. **For teachers on leave:**
- 1271 a. **Sabbatical** – Tuition reimbursement will be allowed, following guidelines of Section A.1.
  - 1272 b. **Leave Without Pay** – If courses is (are) taken during the summer immediately prior to  
1273 returning from leave, the tuition reimbursement will be allowed following guidelines of  
1274 Section A.1., above.
- 1275 3. Administrators will encourage staff members to utilize their tuition monies to contribute to  
1276 their own continuing professional development.

### 1277 **B. District Site Council**

- 1278 1. District Site Council: The purpose of the Committee is to advise and assist the Superintendent  
1279 and/or their designee regarding staff development activities and the allocation of staff  
1280 development funds.
- 1281 2. The Committee will provide input on the distribution of staff development funds.

- 1282 3. Curriculum revision and inservice.
- 1283 4. Instructional strategies.
- 1284 5. Special District-Wide Initiatives
- 1285 6. Substitute time and/or extended contracts for district staff development activities
- 1286 7. Direction and input concerning school improvement plans.

1287 **C. Building-Level Staff Development Funds**

1288 Each building in the district shall have a staff development/site committee to administer the building  
1289 allocation. The site committee determines distribution of the building funds based on building goals and  
1290 priorities and consistent with the District Site Council and Strategic Planning goals. Based on the building  
1291 priorities and the individual’s Professional Growth Plan, the committee shall review requests for  
1292 expenditures and allocation of funds throughout the year. Funding for building staff development  
1293 activities shall come from both a per student allotment and grants or other resources.

- 1294 1. **Building Funds** – Building funds will be used to develop and support activities consistent with  
1295 school improvement plans, District goals and individuals’ professional growth plans.
- 1296 2. **District Funds** – District funds will be used to develop workshops, classes, speakers and other  
1297 staff development activities of a District-wide interest with recommendations from the District  
1298 Site Council.

1299  
1300 **D. Leadership Positions**

1301 Association members may be placed in a role that utilizes their talents in a particular curriculum area,  
1302 instructional area, or specialized job. This opportunity is for the benefit of both the District and the  
1303 member’s professional growth.

- 1304 1. The member will not participate in evaluation other Association members but may  
1305 participate in peer coaching, Clinical Supervision Team, or other activities that assist  
1306 teachers with their professional growth.
- 1307 2. These positions will be compensated at the regular placement on the Professional  
1308 Salary Schedule and paid at their hourly rate when assigned duties beyond their normal  
1309 professional work week.

1310 **E. Payment of Other Incurred Expenses**

1311 With the written approval of the bargaining unit member’ supervisor, the District agrees to pay the full  
1312 cost of tuition and other reasonable expenses incurred in connection with any courses, workshops,  
1313 seminars, conferences, inservice training sessions, or other such sessions which a teacher is required to  
1314 take by the administration for improvement of instruction or teaching improvement.

1315 **F. Evaluation Procedure**

1316 All teacher evaluations shall comply with ORS 342.850 and SB290 using the District procedure, which  
1317 may include the Clinical Supervision Team (CST) model. The evaluation procedure, shall not be changed  
1318 during the duration of the contract without consensus of the CMC and the Superintendent. On an

1319 annual basis, the CMC will review the current evaluation handbook and make any necessary  
1320 adjustments to conform with all District policies and regulations, and all statutory requirements.

- 1321 a. The goal of evaluations for licensed staff is to aid the teacher in making continuing professional  
1322 growth and to determine the teacher’s performance of their teaching responsibilities.  
1323 b. According to state law, probationary teachers are to have multiple observations and an annual  
1324 formal evaluation by February 15. The final evaluation form will be submitted for  
1325 recommendation for renewal or non-renewal for the ensuing school year and the Board must  
1326 notify the probationary teacher of the intended action by March 15.

1327 Contract teachers shall be evaluated a minimum of once every two years.

- 1328 c. Unsubstantiated complaints shall not impact a teacher’s evaluation.  
1329 d. Peer assistance shall be voluntary on the part of the person needing help and the teachers  
1330 providing the peer assistance.  
1331 e. A teacher shall not be made to testify against another teacher regarding the substance of  
1332 evaluation.  
1333 f. The District shall follow all District policies and statutory guidelines regarding plans of assistance  
1334 and programs of improvement. Challenges to District policies and statutory guidelines shall not  
1335 be technically construed.  
1336 g. The District shall follow the guidelines in the Teacher Evaluation Handbook.

## 1337 **Article 14 – Association Rights and Responsibilities**

### 1338 **A. Access to School Buildings**

1339 The Association and its representatives shall have the right of access to school buildings after school  
1340 hours and while not performing their normal duties, for Association purpose other than discussion  
1341 concerning actions against business, providing there is not interference with the regular school  
1342 program. The principal of the building in question shall be notified of Association presence. No  
1343 approval shall be required.

- 1344 1. The Association may use, except for converse actions against the District, school  
1345 facilities equipment at reasonable times when such equipment is not otherwise in use.  
1346 The Association shall pay for the cost of all materials and supplies incidental to such use.  
1347 2. The Association shall have available for its use a designated bulletin board space in each  
1348 designated administrative unit.  
1349 3. The Association may use the inter-school communication facilities, providing that  
1350 District communication shall have priority.  
1351 4. As part of the new employee orientation for new teachers, each new employee will be  
1352 informed that the Association is the Unit’s bargaining agent and will be given those  
1353 materials as requested and provided by the Association.

- 1354 5. Upon request, an Association representative shall be allowed to speak at any faculty or  
1355 other professional meeting, as arranged with the person in charge.  
1356 6. The rights and privileges of the Association and its representatives, as set forth in this  
1357 Article, shall be granted only to the Association as the exclusive representative of the  
1358 teachers, and to no other teacher organization.

## 1359 **B. Communications**

- 1360 1. Upon request, the Board agrees to make available without cost to the Association, all  
1361 public information the Association believes necessary for its functions as exclusive  
1362 bargaining representative, provided the District shall not be required to prepare new  
1363 facts for the Association, nor disclose confidential information as defined by State Law  
1364 or State Board of Education regulations; nor compile information, if it is unreasonably  
1365 difficult to do so. The Association shall pay for the cost of any copies furnished the  
1366 Association and the costs of any compilations required.  
1367 2. Whenever any representative of the Association or any teacher is required by the  
1368 District or by an authorized third party, during working hours, to participate in grievance  
1369 proceedings, conference or meetings dealing with negotiations or contract administration,  
1370 he/she shall suffer no loss of pay.

## 1371 **C. Open Shop**

- 1372 Employees have the right to join the Association but membership in the Association shall not be  
1373 required as a condition of employment.

## 1374 **D. Association Encouragement**

- 1375 The Association agrees to encourage members of its bargaining unit to adhere to the highest  
1376 standards of professional behavior.

# 1377 **Article 15 - District Rights and Responsibilities**

- 1378 A. The District has the responsibility for formulation and implementation of policies and rules  
1379 governing the educational program and services to the District. No delegation of such  
1380 responsibility is intended, or to be implied, by any provision of this Agreement.  
1381 B. The District retains all the customary, usual and exclusive rights, decision-making, prerogatives,  
1382 functions and authority connected with, or in any way incident to, its responsibility to manage  
1383 the affairs of the District or any part of it, consistent with ORS Chapter 243.  
1384 C. Rights and privileges of employees in the bargaining unit and the Association are limited to  
1385 those set forth in this Agreement or provided in Oregon Statutes, and the District retains all  
1386 prerogatives, functions, and rights except as limited by the terms of this Agreement or by  
1387 Oregon Statutes.  
1388 D. **Operational and Managerial Rights and Responsibilities:** Without limiting the generality of this  
1389 Article, it is expressly recognized that the Board's operational and managerial responsibility  
1390 include:

- 1391 1. The District's rights to contract or subcontract work.  
1392 2. The District's right to continue in existence any of its present programs in its present  
1393 form and/or location, or on any other basis.  
1394 E. The forgoing enumerations of the functions of the Board shall not be considered to exclude  
1395 other functions of the Board not specifically set forth; the Board retaining all functions and  
1396 rights to act not specifically nullified by the Agreement.

1397 **Article 16 – Joint Committees**

- 1398 A. **Contract Maintenance Committee:**  
1399 1. **Purpose:** The purpose of the committee is to continually review the contract, problem  
1400 solve, and recommend to the District and the Bargaining Unit additions, revisions,  
1401 and/or extensions to the contract. All additions, revisions, and/or extensions to the  
1402 contract must be reduced to writing and ratified by the Board, LUBC and SLEA  
1403 membership before incorporating such changes into the contract.  
1404 2. A committee is made up of four (4) Associations members and four (4) Board designated  
1405 members that work to keep the contract updated and a viable working document. This  
1406 is a problem-solving group as well as bargaining team. They use the collaborative  
1407 approach to bargaining and problem solving. At least one representative from each  
1408 group shall have participated in the Interest Based bargaining process.  
1409 3. **Meetings:** The committee will establish its own meeting schedule with at least one  
1410 meeting per trimester being held.  
1411 B. **Insurance Committee**  
1412 See Article 6, Section B.  
1413 **District Site Council Chair Committee**  
1414 See Article 13, Section B.1.  
1415 C. **Site Based Decision-Making Committees:**  
1416 1. Each building will maintain a site council (pursuant to ORS 336.745) that  
1417 includes a chairperson willing to participate in District Site Council.  
1418 2. No decision of a site council shall violate the contract, Board Policy, or State or  
1419 Federal statutes. No decision of a site council shall establish a precedent for past  
1420 practice.  
1421 3. The Board will refine the parameters listed in the Board Administrative  
1422 Regulations to clarify the Council's decision levels of authority. If a site council  
1423 has questions regarding its authority, they should first contact the  
1424 Superintendent and then, if necessary, the Board.

1425 **Article 17 – Support Programs**

1426 **A. Distance Learning**

- 1427 1. The District’s use of distance learning technology shall not be used to displace  
1428 bargaining unit positions.
- 1429 2. Distance learning options may be used for electives when qualified staff are not  
1430 available to teach the course.
- 1431 3. Distance learning technology use in the District will be in accordance with TSPC  
1432 requirements.

1433 **B. Alternative Education**

- 1434 1. The District’s use of subcontracted alternative education programs shall not  
1435 be used to displace bargaining unit positions.
- 1436 2. The employee’s work load shall not be increased beyond de minimus impact  
1437 due to the District’s use of subcontracted alternative education programs,  
1438 unless:
- 1439 a. Other duties are reduced proportionately, or
- 1440 b. The District and the employee agree to an extended duty contract,  
1441 or
- 1442 c. Other alternatives are agreed to which are mutually acceptable to  
1443 the teacher(s), the District and the Association.

1444 **Article 18 – Health Services**

1445 A. Certification:

1446 If the District requires employees to be certified in First Aid and/or CPR, or if upon District request, an  
1447 employee volunteers to provide other health services to students, the District shall provide the necessary  
1448 training at the District’s expense. Such training shall occur during normal work hours or, if outside normal  
1449 work hours, the employee shall be paid at the non-student contract rate specified in Article 5, Section B. (3).

1450 **Article 19 – Every Student Succeeds Act**

1451 **A. Implementation**

1452 The parties acknowledge that the Every Student Succeeds Act (ESSA) legislation that took effect as of August  
1453 2017, will have an important and increasing impact on the District, its students, and the members of the  
1454 bargaining unit. The parties therefore agree that decisions and/or disputes regarding implementation of the  
1455 ESSA requirements will be processed through the Contract Maintenance Committee, or through a  
1456 Collaborative ESSA team.

- 1457 **B. Student Testing**  
1458 Student performance on state testing shall not serve as the sole basis for discipline or the involuntary  
1459 transfer of a bargaining unit member.
- 1460 **C. Reporting**  
1461 The District shall not initiate the release of names or grade level of “teachers” who are deemed to be “highly  
1462 qualified” or not “highly qualified” unless required under ESEA.
- 1463 1. Any questions regarding a bargaining unit member’s qualifications shall be referred to  
1464 administration.  
1465 2. If information is released regarding a bargaining unit member’s qualifications, the  
1466 bargaining unit member shall be notified.



1467

## Appendix A

1468

### 2019-20 SALARY SCHEDULE

Step	(a) BA	(b) BA+30	(c) BA+60/MA	(d) BA+90/MA+30	Nurses
1	38,657	40,976	43,435	46,041	37,694
2	40,398	42,819	45,388	48,113	38,997
3	42,135	44,663	47,344	50,185	40,302
4	43,875	46,507	49,298	52,257	41,607
5	47,353	48,351	51,524	54,328	42,914
6	49,094	50,670	53,710	56,933	44,631
7	50,835	52,531	55,681	59,024	45,954
8	52,574	54,392	57,655	61,113	47,268
9		58,115	59,627	63,204	48,587
10		59,856	61,601	65,297	49,906
11		61,595	64,168	68,018	51,698
12			66,159	70,128	53,030
13			70,142	72,240	55,687
14			71,881	74,351	55,687
15				78,572	55,687
16				78,572	55,687
17				78,572	57,452
18				78,572	
19				80,683	

1469

## Appendix B

1470

### SALARY INDEX

Step	(a) BA	(b) BA+30	(c) BA+60/MA	(d) BA+90/MA+30	Nurses
1	1.00000	1.05998	1.12359	1.19101	0.97509
2	1.04503	1.10767	1.17413	1.24460	1.00880
3	1.08996	1.15537	1.22473	1.29822	1.04256
4	1.13499	1.20306	1.27527	1.35181	1.07632
5	1.22496	1.25076	1.32587	1.40539	1.11013
6	1.26999	1.31075	1.38940	1.47278	1.15455
7	1.31502	1.35890	1.44038	1.52687	1.18877
8	1.36000	1.40704	1.49145	1.58091	1.22275
9		1.50335	1.54247	1.63500	1.25687
10		1.54838	1.59354	1.68914	1.29099
11		1.59338	1.65994	1.75952	1.33736
12			1.71144	1.81411	1.37180
13			1.81446	1.86875	1.44053
14			1.85946	1.92335	1.44053
15				2.03254	1.44053
16				2.03254	1.44053
17				2.03254	1.48619
18				2.03254	1.48619
LONGEVITY				2.08714	1.48619

SOUTH LANE SCHOOL DISTRICT  
Licensed Salary Schedule

2020-2021	2.000%
-----------	--------

New Base	\$39,430
----------	----------

\* Teachers must have been on BA+90/MA+30 (Step 15) for four (4) years to advance to Longevity Step

Step	Index	BA A
1	1.00000	39,430
2	1.04503	41,206
3	1.08996	42,977
4	1.13499	44,753
5	1.22496	48,300
6	1.26999	50,076
7	1.31502	51,851
8	1.36000	53,625
9	1.36000	53,625
10	1.36000	53,625
11	1.36000	53,625
12	1.36000	53,625
13	1.36000	53,625
14	1.36000	53,625
15	1.36000	53,625
16	1.36000	53,625
17	1.36000	53,625
18	1.36000	53,625
19	1.36000	53,625

Step	Index	BA +30 B
1	1.05998	41,795
2	1.10767	43,675
3	1.15537	45,556
4	1.20306	47,437
5	1.25076	49,317
6	1.31075	51,683
7	1.35890	53,581
8	1.40704	55,480
9	1.50335	59,277
10	1.54838	61,053
11	1.59338	62,827
12	1.59338	62,827
13	1.59338	62,827
14	1.59338	62,827
15	1.59338	62,827
16	1.59338	62,827
17	1.59338	62,827
18	1.59338	62,827
19	1.59338	62,827

Step	Index	BA+60 MA C
1	1.12359	44,303
2	1.17413	46,296
3	1.22473	48,291
4	1.27527	50,284
5	1.32587	52,279
6	1.38940	54,784
7	1.44038	56,794
8	1.49145	58,808
9	1.54247	60,820
10	1.59354	62,833
11	1.65994	65,451
12	1.71144	67,482
13	1.81446	71,544
14	1.85946	73,319
15	1.85946	73,319
16	1.85946	73,319
17	1.85946	73,319
18	1.85946	73,319
19	1.85946	73,319

Step	Index	BA +90 MA +30 D
1	1.19101	46,962
2	1.24460	49,075
3	1.29822	51,189
4	1.35181	53,302
5	1.40539	55,415
6	1.47278	58,072
7	1.52687	60,204
8	1.58091	62,335
9	1.63500	64,468
10	1.68914	66,603
11	1.75952	69,378
12	1.81411	71,530
13	1.86875	73,685
14	1.92335	75,838
15	2.03254	80,143
16	2.03254	80,143
17	2.03254	80,143
18	2.03254	80,143
19	2.08714	82,296

Step	Index	NURSE SCHEDULE
1	0.97509	38,448
2	1.00880	39,777
3	1.04256	41,108
4	1.07632	42,439
5	1.11013	43,772
6	1.15455	45,524
7	1.18877	46,873
8	1.22275	48,213
9	1.25687	49,558
10	1.29099	50,904
11	1.33736	52,732
12	1.37180	54,090
13	1.44053	56,800
14	1.44053	56,800
15	1.44053	56,800
16	1.44053	56,800
17	1.48619	58,600
18	1.48619	58,600
19	1.48619	58,600

A1	39,430
A2	41,206
A3	42,977
A4	44,753
A5	48,300
A6	50,076
A7	51,851
A8	53,625
A9	53,625
A10	53,625
A11	53,625
A12	53,625
A13	53,625
A14	53,625
A15	53,625
A16	53,625
A17	53,625
A18	53,625
A19	53,625
A20	0
B1	41,795



SOUTH LANE SCHOOL DISTRICT  
Licensed Salary Schedule

2021-2022	2.000%
-----------	--------

**New Base \$40,219**

\* Teachers must have been on BA+90/MA+30 (Step 15) for four (4) years to advance to Longevity Step

Step	Index	BA A
1	1.00000	40,219
2	1.04503	42,030
3	1.08996	43,837
4	1.13499	45,648
5	1.22496	49,267
6	1.26999	51,078
7	1.31502	52,889
8	1.36000	54,698
9	1.36000	54,698
10	1.36000	54,698
11	1.36000	54,698
12	1.36000	54,698
13	1.36000	54,698
14	1.36000	54,698
15	1.36000	54,698
16	1.36000	54,698
17	1.36000	54,698
18	1.36000	54,698
19	1.36000	54,698

Step	Index	BA +30 B
1	1.05998	42,631
2	1.10767	44,549
3	1.15537	46,468
4	1.20306	48,386
5	1.25076	50,304
6	1.31075	52,717
7	1.35890	54,654
8	1.40704	56,590
9	1.50335	60,463
10	1.54838	62,274
11	1.59338	64,084
12	1.59338	64,084
13	1.59338	64,084
14	1.59338	64,084
15	1.59338	64,084
16	1.59338	64,084
17	1.59338	64,084
18	1.59338	64,084
19	1.59338	64,084

Step	Index	BA+60 MA C
1	1.12359	45,190
2	1.17413	47,222
3	1.22473	49,257
4	1.27527	51,290
5	1.32587	53,325
6	1.38940	55,880
7	1.44038	57,931
8	1.49145	59,985
9	1.54247	62,037
10	1.59354	64,091
11	1.65994	66,761
12	1.71144	68,832
13	1.81446	72,976
14	1.85946	74,786
15	1.85946	74,786
16	1.85946	74,786
17	1.85946	74,786
18	1.85946	74,786
19	1.85946	74,786

Step	Index	BA +90 MA +30 D
1	1.19101	47,901
2	1.24460	50,057
3	1.29822	52,213
4	1.35181	54,368
5	1.40539	56,523
6	1.47278	59,234
7	1.52687	61,409
8	1.58091	63,583
9	1.63500	65,758
10	1.68914	67,936
11	1.75952	70,766
12	1.81411	72,962
13	1.86875	75,159
14	1.92335	77,355
15	2.03254	81,747
16	2.03254	81,747
17	2.03254	81,747
18	2.03254	81,747
19	2.08714	83,943

Step	Index	NURSE SCHEDULE
1	0.97509	39,217
2	1.00880	40,573
3	1.04256	41,931
4	1.07632	43,289
5	1.11013	44,648
6	1.15455	46,435
7	1.18877	47,811
8	1.22275	49,178
9	1.25687	50,550
10	1.29099	51,922
11	1.33736	53,787
12	1.37180	55,172
13	1.44053	57,937
14	1.44053	57,937
15	1.44053	57,937
16	1.44053	57,937
17	1.48619	59,773
18	1.48619	59,773
19	1.48619	59,773

A1	40,219
A2	42,030
A3	43,837
A4	45,648
A5	49,267
A6	51,078
A7	52,889
A8	54,698
A9	54,698
A10	54,698
A11	54,698
A12	54,698
A13	54,698
A14	54,698
A15	54,698
A16	54,698
A17	54,698
A18	54,698
A19	54,698
A20	0
B1	42,631



1471

## Appendix C

1472

### ATHLETIC SCHEDULE

1473

2019-2020 (at 2.20% COLA)

B.A. Step 1 \$38,657  
Base \$5,181

1-3yrs  
1-3

4-6yrs  
4-6

7-9yrs  
7-9

10+yrs  
10+

Coaching Position	1.00	1.05	1.10	1.15	Off Campus
H.S. Varsity Head Coach 11-12 Week Season (13.4% of B.A. Step 1)	5,181	5,440	5,699	5,958	NA
H.S. Varsity Head Coach 13-18 Week Season (16.0% of B.A. Step 1)	6,185	6,494	6,804	7,113	NA
JV/JV II/Freshman 11-12 Week Season (65% of Base)	3,368	3,536	3,705	3,873	1,684
JV/JV II/Freshman 13-18 Week Season (65% of Base)	4,020	4,221	4,422	4,623	2,010
Varsity Assistant 11-12 Weeks (60% of Base)	3,109	3,264	3,419	3,575	1,554
Varsity Assistant 13-18 Week Season (60% of Base)	3,711	3,897	4,082	4,268	1,856
Playoffs (after District event)	\$200/week	*Play-In games are considered post District/League events			
Middle School Coach 10 Week Season (55% of Base)	2,850	2,992	3,135	3,277	1,425

Extended Season (beyond 10 Weeks)	\$100/week	*Play-In games are considered post District/League events		
Middle School Athletic Director	Annual Stipend if accompanied by a prep period. If there is no prep period, multiply the annual stipend by 3. (65% of the 11/12-week V base)			
(65% of the 11/12 week V base)	3,368	3,536	3,704	3,873



1494 **Appendix E**

1495 **LETTER OF AGREEMENT**

1496  
1497 **MEMORANDUM OF AGREEMENT**

1498 **Between**

1499 **South Lane School District (SLSD) And South Lane Education Association (SLEA)**

1500

1501 South Lane School District (District) and South Lane Education Association (Association), in an effort to work  
1502 collaboratively, as well as respond to the District’s request the Association members share in the burden of the  
1503 budget reductions, do hereby agree to the following:

1504

- 1505 1. For the 2016-2017 school year, the number of work days will be reduced by up to four (4) instructional
- 1506 days. SLEA leadership will choose which actual days will be cut. No holidays will be cut unless through
- 1507 mutual agreement of CMC.
- 1508 2. For every \$95,000 increase to South Lane’s April 1<sup>st</sup> estimate (\$18,209220), the cut days would be
- 1509 reduced by 1 and/or, for every \$95,000 increase to South Lane’s net in the 2014-2015 May correction,
- 1510 the cut days would be reduced by 1.
- 1511 3. The reduction of the school year shall not be considered for purposes of calculating seniority, contract
- 1512 status, or other benefits such as extended contracts or professional development due to bargaining unit
- 1513 members
- 1514 4. The parties agree that all provisions of the collective bargaining agreement not modified by the
- 1515 Memorandum of Agreement will remain in full force and effect.
- 1516 5. The parties agree that the contract modifications agreed to herein are in effect only for the 2016-2017
- 1517 school year, and shall not be used to establish past practice or as an argument for precedence in the
- 1518 future.
- 1519 6. This agreement will take effect pending ratification by Lane Unified Bargaining Council (LUBC), members
- 1520 of the South Lane Education Association and the South Lane School Board.

1521 For the Association:

For the District:

1522

1523

\_\_\_\_\_

\_\_\_\_\_

1524 LUBC President                      Date

District Superintendent      Date

1525

1526

\_\_\_\_\_

\_\_\_\_\_

1527 SLEA President                      Date

School Board Chair                      Date

1474 **Appendix D**

1475 **LETTER OF AGREEMENT**

1476 Between

1477 SOUTH LANE SCHOOL DISTRICT

1478 And

1479 SOUTH LANE EDUCATION ASSOCIATION/LUBC

1480 The above referenced parties agree as follows:

- 1481 1. For purposes of this Agreement, "eligible employees" will mean District personnel who were  
1482 members of the bargaining unit prior to July 1, 1997.
- 1483 2. The ERI (Early Retirement Incentive) program, as described in the 1997-2002 Collective  
1484 Bargaining Agreement will remain available to all eligible employees through June 30, 2008.
- 1485 3. As of July 1, 2008, eligible employees who meet the ERI criteria proscribed in the 1997-2003  
1486 Collective Bargaining Agreement will be eligible, upon retirement, to a one-time stipend of  
1487 \$5,000.
- 1488 4. Any dispute arising out of the Agreement shall be resolved through the Grievance Procedure of  
1489 the current Collective Bargaining Agreement.

1490 This Agreement shall be effective July 1, 1997, through June 30, 2030.

1491 For the District:

For the Association:

1492 \_\_\_\_\_

\_\_\_\_\_

1493 Krista Parent

Diane Hicks

MEMORANDUM OF AGREEMENT  
BETWEEN  
SOUTH LANE SCHOOL DISTRICT AND SOUTH LANE EDUCATION ASSOCIATION

South Lane School District (District) and South Lane Education Association (Association), in an effort to provide quality nursing services throughout the district do hereby agree to the following:

Medical Assistants and CNAs will be hired as temporary hires in place of a registered nurse, and will work with our Registered Nurse to provide nursing services to South Lane students.

This change is agreed upon for the 2019-2020 school year, and is in response to the lack of candidates for the Registered Nurse position that has been posted for over 3 months. This does not establish a past practice or precedence for any future bargaining agreements.

This agreement shall take effect following approval by the district and association as indicated below:

For the Association



SLEA President

Date

8/26/19

For the District



Superintendent

Date

8/26/19



**SIGNATURES AND EXECUTION OF AGREEMENT**

IN WITNESS WHEREOF, the Association certifies that this Agreement is executed pursuant to the approval of a majority of all teachers in the bargaining Unit represented by the South Lane Chapter/Lane Unified Bargaining Council – OEA-NEA.

For the Association:

 \_\_\_\_\_, President  
South Lane Education Association

July 22, 2019  
Dated

 \_\_\_\_\_, Bargaining Chair  
South Lane Education Association

July 15, 2019  
Dated

 \_\_\_\_\_, President  
Lane Unified Bargaining

July 23, 2019  
Dated

IN WITNESS WHEREOF, the District certifies that this Agreement is executed pursuant to a majority vote of the Board of Directors of South Lane School District #45Jc, Lane County, Oregon.

For the District

 \_\_\_\_\_, Chair, Board of Directors  
South Lane School District 45J3

7/22/19  
Dated

 \_\_\_\_\_, Superintendent/Clerk  
South Lane School District 45J3

July 22, 2019  
Dated

 \_\_\_\_\_, Director Human Resources  
South Lane School District 45J3

July 22, 2019  
Dated



# Index

300 minutes.....	25	CPR .....	42
Academic Freedom.....	28	Curriculum Rate .....	11
Access to School Buildings.....	39	Cut Days .....	49
Activity Pay Scale		Definitions	
ASB Advisor.....	15	Competence (RIF).....	31
Band.....	15	Grievance .....	3
Chess.....	15	Seniority (RIF).....	30
Dance Advisor.....	15	Teachers .....	1
Drama .....	15	Demotion .....	28
FBLA.....	15	Direct Deposit.....	9
FFA .....	15	Dismissal Action .....	29
Interact Club .....	15	Disruptive Student .....	36
Key Club .....	15	District Rights .....	40
Link Crew .....	15	Drug Testing .....	17
Newspaper.....	15	Dues.....	9
Outdoor School.....	15	Duty-Free Lunch .....	24
Vocal .....	15	Early Childhood Specialist .....	12
WEB .....	15	Early Release .....	25
Yearbook.....	15	Early Retirement .....	48
Alternative Education.....	42	Employee Discipline .....	28
Association Leave .....	20	Expenses.....	38
Athletic Schedule.....	46	Extended Contracts.....	12
Bereavement Leave.....	18	Extended Leave of Absence .....	21
Bulletin Board.....	39	Fair Share .....	9
Class Size.....	34	Family Leave.....	22
Stipends .....	35	Family Issues .....	23
Coaches .....	13, 46	Parental .....	22
Complaints.....	29, 39	Pregnancy.....	22
Conference .....	<i>See</i> Parent-Teacher Conferences	Field Trips.....	10
Re-admission to Classroom .....	37	First Aid .....	42
Conferences....	<i>See</i> Parent-teacher Conferences	Funeral Attendance.....	19
Contract Maintenance Committee.....	2, 3, 13	Grading.....	28
Appeal for RIF .....	33	Grading Days .....	23
Athletics and Activities Positions.....	13	<b>Grievance</b>	
Class Size (not grievance) .....	34	Association Processed .....	7
Grievance.....	5	Contractual.....	4
Purpose.....	41	Contractual - Level 4 .....	5
Updates to Evaluation Procedure .....	38	Policy .....	4
Contract Teachers		Policy - Level 4.....	6
Permanent Teachers .....	39	<b>Procedure</b> .....	3
Controversial Material.....	28	Representation.....	4
Cost of Living (COLA) .....	45	Half Time .....	1
Consumer Price Index.....	7	Head Teacher .....	11
Counselor.....	12		
Court Appearance as Witness .....	19		

# Index

Health Reimbursement Arrangement-Voluntary Employees' Beneficiary Association (HRA-VEBA) .....	16	Preparation Time.....	25, 26
Health Savings Account (HSA) .....	15	Probationary Teachers	
High School Department Chairs .....	11	Orientation .....	39
Holidays .....	23	Probationary Teachers .....	6, 31
Insurance .....	2	Non-Renewal.....	29
Insurance .....	15	Professional Development .....	37
Committee .....	41	Public Criticism .....	29
During Layoff .....	32	Recall Rights .....	32
Involuntary Transfers .....	26	Reduction in Force (RIF) .....	30
Itinerant .....	10, 24	Representation.....	28, 29
Multi-Building .....	11	Personnel File Review .....	36
Jury Duty .....	19	Reprimand .....	28
Just Cause .....	29	Sabbatical Leave.....	19
Leadership Positions.....	38, 49	Safe Work Environment.....	34
Learning Leader .....	12	Salary.....	7
Leave of Absence.....	17	Index.....	45
Leave of Absence Without Pay.....	20	Plan Advancement .....	8
Librarian.....	12	SALARY .....	44, 45
Longevity .....	45	Salary Plan	
Long-Term Disability (LTD) .....	16	Advancement	
Moving Rate .....	11	Experience.....	9
Non-Professional Duty.....	11	Supplemental Pay.....	11
Nurse .....	1, 44, 45	School Closure.....	24
Office Hours		Section 125.....	16
Meet With Parents .....	25	Sick Leave .....	17
Online Classes.....	35, 42	Sick Leave Bank .....	17
Organizing		Site Council.....	2, 37, 41
Union Business .....	36	Site Council Chair .....	12
Outside Employment.....	12	Special Education .....	34
Parent-Teacher Conferences.....	25	Status Quo .....	2
Part Time .....	24	Strike .....	3
Partial Year Teacher.....	9	Student Contact Days.....	23
Part-Time .....	10, 16, 32, See half-time	Student Discipline .....	36
Pay Scale Placement.....	See Salary Plan	Substitute Teachers.....	1
Payroll Deductions.....	9	Successor.....	2
Peer Assistance .....	39	Supervision Duty .....	11
Perfect Attendance.....	20	Suspension .....	28
Personal Automobiles .....	10	Teacher Evaluation Handbook .....	29, 39
Personal Freedom .....	28	Teacher Work Days .....	23
Personal Leave.....	18	Teaching a Class During Planning Time .....	11
Personal Opinion .....	28	Teaching Assignment .....	35
Personnel Files.....	36	Temporary Teachers .....	1, 31
Physician's Certificate.....	17	Title IA .....	25
Planning Time .....	11, 25	Tuition Reimbursement .....	37
Posting Positions .....	12, 26	Unpaid Leave.....	23
		Voluntary Transfers.....	26
		Work Day.....	24



# Index

---

Work Schedule..... 23, 24

Workers Compensation ..... 18

Note: This document was created using the following MS Word features: Cover Page, Table of Contents field (utilizing Headings), multiple sections to control page counting, line numbers, and insert index. The tables of contents were created as hyperlinks; CTL + click on an entry will jump to the corresponding page.

