

Agreement Between South Lane School District 45J3 and Lane Unified Bargaining Council SLEA/OEA/NEA

2025-28



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Article 1 - RECOGNITION

A. Exclusive Representation

The Board of Directors of School District No. 45J3 hereby recognizes the Lane Unified Bargaining Council/SLEA/OEA/NEA as the exclusive bargaining representative of all non-supervisory licensed teachers, psychologists, counselors, librarians, instructional leaders, school nurses, speech and language pathologists, SEL/behavior specialists, TSPC Professional Technical Certified Athletic Trainer, and vocational licensed teachers employed by the District. Bargaining unit members less than half time shall be excluded from provisions of Article 12(J) Pertaining to Reduction in Force.

B. Definitions

1. The term “teacher”, “licensed personnel”, and “employee”, when used in this Agreement shall include all members in the bargaining unit.
2. The term “Board” shall include its officers and agents.
3. The term “Superintendent” shall include the Superintendent or their designee.

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

C. Exclusions

Specifically excluded from this contract are the following categories:

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

D. Inclusions

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

E. Electronic Signatures

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

Article 2 - STATUS OF AGREEMENT

A. Agreement Has Precedence

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

B. Copies of Agreement

There shall be three (3) signed copies of the final Agreement for the purpose of records. One shall be retained by the District, one by the SLEA, and one by LUBC. The District shall post a PDF version of the adopted contract on the District’s web site.

C. Modification

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

D. Status Quo

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

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

E. Maintenance of Standards

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

F. Effective Date

This Agreement shall be effective July 1, 2025. This Agreement shall remain in effect through June 30, 2028.

G. Negotiation of a Successor

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

H. Renegotiation of Invalid Agreement

1. Separability: If any provision of this Agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provisions should be restrained by any such tribunal, the remainder of the Agreement shall not be affected thereby; and upon the request of either the Board or the Association, the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such provisions.
2. The District and Association recognize that school finance in Oregon is in an uncertain status over the next several years. Should funding from the state and other sources fail, the District and Association agree to discuss options through the "Contract Maintenance Committee (CMC)."

I. Individual Contract

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

J. No Strike

There shall be no strike under the following conditions:

1. During the term of this Agreement, neither the Association nor any person acting on its behalf will cause, authorize, support or participate in, nor will any of its members individually or as a group, take part in any work slow-down, work stoppage, or strike, i.e. the concerted failure to report for duty; or willful absence of a teacher

from their position; or stoppage of work; or abstinence, in whole or in part, from the full, faithful and proper performance of the teacher's duties of employment (for any purpose whatsoever).

2. Employees in Association, while acting in the course of employment, shall not honor any picket line by any labor organization.
3. Any employee participating in any violation of this Article, directly or indirectly, may be disciplined, including discharge, by the District.
4. Subsections 1, 2, and 3 of Section J of Article 2 shall not apply from the date of a contract reopening until such time as an agreement has been reached. This provision is not intended to waive the requirements of ORS 234.650 through ORS 243.726 in regard to the steps which must be taken before a strike or lockout may occur.

Article 3 - GRIEVANCE PROCEDURE

A. Purpose

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

B. Definitions

1. A grievant is the bargaining unit member(s) or the exclusive representative of the bargaining unit member(s) making the claim.
2. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom the action might be taken in order to resolve the claim.
3. The word "day" refers to a contractual day when the teacher is required to be in attendance, unless the grievance procedure extends beyond the school year in which event it shall mean a weekday.
4. Contractual Grievances: Any claim by the Association or an employee that there has been a violation, misinterpretation, or misapplication of the terms and conditions of this contract will be subject to appeal to binding arbitration.
5. Policy Grievance: Any claim by the Association, or an employee(s), that Board policies, practices, administrative rules and regulations have been inequitably or unfairly applied shall be processed by applying Board policy KLAR.
 - a) Exclusions: A grievance and the procedure relative thereto shall not apply to: any rule of the State Board of Education; or any rules pertaining to the internal management of the Board of Directors.

C. Operating Limits (Procedures)

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

D. Representation and Responsibilities

1. Any grievant may be represented at all stages of the grievance procedures by themselves, or at their

- option, by a representative selected or approved by the Association.
2. The Association, upon request of the grievant, shall have the right to be present at all stages of the grievance procedure and when it represents the grievant, to state its view.
 3. At all stages of the procedures, the person whose decision is appealed shall be entitled to be represented by an attorney or colleague. That person shall be entitled to the same privileges as the representative for the grievant.
 4. No reprisals of any kind shall be taken by the Board or any member of the administration against any party in interest, any representative, any member of the Association or any other participant in the grievance procedure by reason of such participation. Nor shall the Association or its agents take any reprisals of any kind against the Board, the District administrators, or any participant in the grievance procedure.

E. Level One

A teacher with a grievance shall first discuss it with their principal or designated supervisor with the objective of resolving the grievance informally. Said grievance shall be discussed with the principal or supervisor within twenty (20) days of the occurrence thereof (said occurrence to be defined as the first day that they should reasonably have had knowledge of the facts which are the basis of the grievance.) If the grievance remains unresolved, and before moving to Level Two, the grievant may request that the CMC review the grievance. Such a request shall be submitted to the Personnel Director within five (5) days of the response. Within five (5) days of such a request, the grievance shall be reviewed by the CMC with a verbal response given within 48 hours followed by a written response issued within the next 24 hours. The CMC shall be limited to making recommendations to the parties regarding resolution of the grievance.

F. Level Two

If the grievance has not been resolved informally at Level One, the grievant may within ten (10) days, file the grievance in writing with their principal or designated supervisor, specifying the particular District action or lack of action which is the cause of the grievance, the specific contract Article(s) with Section(s) and paragraph(s) thereof, and the specific remedy sought. If the grievance is not resolved to the satisfaction of the grievant within five (5) days of submitting the written grievance, the grievant may proceed to Level Three.

G. Level Three

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

H. Level Four

1. If the grievant is not satisfied with the Superintendent's disposition of their contractual grievance at Level Three, they may request in writing that the Association submit their grievance to arbitration. If the Association so determines, it may submit the grievance to arbitration within fifteen (15) days after the receipt of a request by the grievant. However, in no event may the appeal be initiated more than twenty (20) days after the Superintendent's decision is mailed or personally delivered to the grievant.
2. Within ten (10) days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said

arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the State Mediation and Conciliation Services by either party. Upon receipt of such a list, the Association shall strike the first name and the parties shall alternatively strike names thereafter, until only one name remains. Such person shall be deemed to be appointed as the arbitrator, provided they are available to serve upon a mutually agreeable date. If such arbitrator is not available to serve within thirty (30) days, the parties shall request a new list of arbitrators and repeat the striking process. The arbitrator so selected shall be bound by the Voluntary Labor Arbitration Rules of the American Arbitration Association in the conduct of the hearing.

3. The arbitrator so selected shall confer with the representatives of the Board and the Association, hold hearings promptly and shall issue their written decision. The arbitrator's decision shall be in writing and shall set forth their findings of the fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires commission of an act prohibited by law or which violates the terms of this collective bargaining agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on all parties.
4. No issue whatsoever shall be arbitrated or subject to arbitration unless such issue results from an action or occurrence which takes place following the execution date of this Agreement, and no arbitration determination or award shall be made by the arbitrator which grants any right or relief for any period of time whatsoever prior to the execution date of this Agreement. Grievances initiated on a timely basis under the terms of the prior agreement shall be continued in accordance with the terms of that agreement and any grievance initiated on a timely basis prior to the expiration of this Agreement will be continued in accordance with the terms thereof.
5. It is specifically understood by the parties that the District has the unrestricted right not to renew the contract of probationary teachers. The Fair Dismissal Laws shall be the exclusive appeal procedure for non-renewed probationary employees.
6. The costs for the services of an arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

I. Association Processed Grievances

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

J. Written Communication

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

K. Grievance File

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

L. Closed Hearings

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

Article 4 - SALARIES AND RELATED BENEFIT

A. PERS

The employee shall pay the employee's contribution for PERS.

B. Salary

1. The Salary Schedules shall be as in Appendix A and by this reference incorporated into this Agreement beginning with 2025-2026
2. The 2025-2026 Salary Schedule shall be increased by 4.00%
3. The 2026-2027 Salary Schedule shall be increased by 4.00%
4. The 2027-2028 Salary Schedule shall be increased by 3.5%

C. Special Vocational Certificate Holders

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

1. Five calendar years of successful work experience as a qualified worker in the occupational areas to be taught: BA, Step 1.
2. Six years of successful experience in the trade area to be taught, or three years at journeyman level in the trade and 12 hours in teaching preparation: BA+30, Step 1.
3. AA Degree (two years) in the subject area to be taught and two years successful experience in that area: BA, Step 1.
4. AA Degree, five years of successful experience in the occupational area to be taught with a minimum of one calendar year of management assignment, and 12 hours teacher preparation: BA+60, Step 1.
5. Placement on Step Level: Each additional two years of experience in a position which relates directly to the teaching assignment will be equated with one step on the salary schedule to a maximum of four steps.
6. Professional Improvement Program: An educator in the vocational areas may earn credit for professional improvement through community college courses, established workshops, or planned experiences in business and industry as approved by the principal of the building in which they have their assignment. If formal credit is not granted, clock hours shall be equated to quarter hours on the basis of 30 to 1. Credit will not be given for routine work experience.

D. Placement Upon Election of an Employee

Upon initial employment, unit members will be placed on the appropriate salary schedule step on the basis of the employee's experience, preparation, education, credits, and/or classification. For teaching experience, placement will be directly based on full-time/full year experience. Less than full-time or substitute experience will be placed based on the FTE represented in the experience of the member. For column placement, degrees and credits must be awarded by an accredited college or university in order to apply for initial placement or advancement on the salary schedule.

E. Additional Preparation for Advancement on Salary Plan

1. An employee who completes course work which qualifies them for a change from one column to another during the year shall submit a completed salary advancement request form and official transcripts as evidence of satisfactory completion of coursework which shall be submitted by the first day of the month by 5PM. Upon verification of the evidence, the employee's salary shall be adjusted accordingly effective on the first payday of the month following approval of evidence by the district.
2. Any credits earned beyond a first Bachelor's Degree shall count towards placement beyond the "BA" schedule and into the BA+30, BA+60, and BA+90.
3. Any credits relevant to a member's professional development earned beyond a Master's Degree shall count toward placement beyond the "MA" schedule and into the MA+30. These hours or credits earned must be classified as graduate level except for non-graduate hours or credits related to the member's current assignment,

performance goals for District Evaluation, or Continuing Professional Development Plan for recertification. The number of hours used to advance to the next column is based on quarter hours. Each semester credit earned at a college or university will count as one and one-half (1.5) quarter hours.

F. Experience Advancement on Salary Plan

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

G. Method of Payment

1. Monthly payroll payments will be made no later than the 25th of each month and will be processed according to the payroll schedule issued at the beginning of the fiscal year.
2. For those participating in direct deposit, all payroll payments will be paid by direct deposit, unless the Finance office is notified in advance. Those receiving paper checks will have their check mailed through the U.S. mail.
3. June payroll will be processed as follows:
 - Balance of contract payments will be paid in three individual paychecks.
 - Three separate direct deposit file transfers will be made to bank accounts, and three separate electronic pay stubs will be issued.
 - All three payments will be made no later than June 25.

H. Dues and Payroll Deductions

1. Dues:
 - a) Any bargaining unit member who is a member of the Association or who has applied for membership may sign and deliver, personally or through the Association, to the Superintendent a signed authorization for deduction of membership dues in the United Teaching Profession (i.e. SLEA, OEA, NEA). Pursuant to such authorization, the District shall deduct an equal amount from each regular salary deposit of the bargaining unit member each month for ten (10) consecutive installments, beginning in October. Deductions for bargaining unit members who join the Unit after the commencement of the school year shall be appropriately prorated so that payments will be completed by the following installment.
 - b) Eliminating the payroll deduction for such dues may be accomplished through a written request to the payroll department. To terminate membership in the association, the bargaining unit member must make the appropriate applications through the Three Rivers Education Council (TREC) OEA UniServ office.
 - c) The District will deduct dues, fees, and any other assessments or authorized deductions to the Association in accordance with the payroll-deduction authorizations signed by members and provided to the Association. The Association will provide the employer with a list identifying the employees who have signed such authorizations and the authorized deduction amounts. The District shall rely on the list to make the authorized deductions and to remit payment to the Association.
 - d) In August, December and April, the District shall provide to the OEA Membership Specialist an editable Excel-compatible database of each employee in the bargaining unit (both active members and non-members) that includes the employee ID, date of hire, FTE, classification, position and subject, worksite, annual salary, home address, home, work and cell phone numbers, and personal and work email addresses, dues deductions schedules. Whenever a new employee is hired into the bargaining unit, the District shall provide the above information within ten (10) days of hire.
 - e) The District shall promptly notify the OEA Membership Specialist whenever an employee in the bargaining unit is placed on an unpaid leave of absence, retires, is laid off, resigns, or changes their name.

2. Payroll Deductions:

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

3. The Association agrees to hold the District harmless against any and all claims, suits, orders, or judgments brought against the District as a result of Section H of this Article. The District agrees to allow attorney(s) selected by the Association to defend the Council and the District in such claims. However, it is clearly understood that when the fault lies with District office personnel, the District shall correct any and all such errors not later than the next pay period following the notification of the error.

I. Reemployment of Retired Bargaining Unit Members

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

J. Transporting Allowance

Bargaining unit members shall not be required to use their own vehicle to transport students to activities which take place away from the school building. A bargaining unit member may do so voluntarily, in accordance with the district's policy. Bargaining unit members shall receive reimbursement for such travel in an amount equivalent to that allowed by the Internal Revenue Service for business mileage in effect as of January 1, of the current school year.

K. Inter-School Travel/Itinerant Staff

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

The Board shall provide secondary coverage liability insurance protection for employees, when their personal automobiles are used in this Section.

L. Outlying Schools

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

M. Part-Time Employee

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

N. Specialist Interns

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

Article 5 - CO-CURRICULAR AND SUPPLEMENTAL COMPENSATION

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

A. The athletics schedule is contained in Appendix B.

B. Supplemental Pay

1. Building-based leaders (high school department chairs, content area leaders, and grade level team leaders) will receive \$1,000/year, or 5 days of release time. Release time includes work directly related to the leader position. Job descriptions for leader positions will be reviewed each year by the CMC.
2. Head teacher, when designated by the Superintendent or designee, in rural elementary will receive 5% of athletic/activity base per educator in the building, with a guaranteed minimum of \$1,000.00/year, per school.
3. Curriculum Rate: This is the rate of pay for doing curriculum work or other professional work, that may not include student contact, usually completed in the summer. When work is funded by a grant, the governing site council may determine the rate of pay up to per diem amounts. Shall be paid at Base Salary divided by number of contract days per year.
4. Non-professional duty shall be paid at Base Salary divided by the number of contract days per year times 75% = daily rate (rounded to the nearest dollar). For example: $\$37,825/190 \times 75\% = \149 per day for 2018-2019.
5. Moving rate: Moving between buildings, both on a voluntary or involuntary basis, will be paid \$150/day for 2 days. Moving within building will be paid \$150/day for 1 day. In-house moving initiated by the unit member will not be paid.
6. Supervision duty, when designated by the Principal or Athletic Director, shall be paid at \$25.00/hour for the remainder of the Contract. This is the rate of pay for the duty of supervising students during off-school hours.
7. Teaching a Class During Planning Time:
 - a) Both the District and Association recognize the importance of planning time and discourage this voluntary option of teaching usurping planning time. This option should be considered only in extraordinary cases.
 - b) Any bargaining unit member who uses their planning time to cover for another employee will be paid at the member's per diem rate of pay, rounded up to the nearest half hour, for the prep period. If the unit member does not have a specified prep period, they will be compensated for a common prep period within the building.
8. Compensation for Absorbing Another Class

- a) Any bargaining unit member who is asked to absorb ten (10) or more students from another unit member's class due to a lack of substitute coverage will be paid the equivalent of one (1) planning period in addition to their regular pay.
9. Bargaining unit members who become Site Council Chairs will receive \$500/year.

C. Extended Contracts

The following unit members will be paid their daily rate determined upon their base pay. Days paid to work beyond the standard contract. These are the types of positions covered under this article:

1. Librarian - A maximum of ten (10) days.
2. H.S. & M.S. Counselor - A maximum of ten (10) days.
3. Elementary Counselor/Psychologists - A maximum of five (5) days.
4. Early Childhood Specialist - A maximum of ten (10) days.
5. Literacy Coach - A maximum of three (3) days.
6. SEL Specialist - A maximum of three (3) days.
7. District Behavior Specialist - A maximum of ten (10) days
8. H.S. & M.S. Music Teacher (1 Day)
9. High School Manufacturing Teacher (1 Day)
10. High School Wood Shop (1 Days)
11. H.S. Culinary (1 Day)
12. AFNR (1 Day)
13. ECE (1 Day)
14. Speech Language Pathologist, Special Education Case Manager, English Language Development (1 Day)

D. Contracting Co-Curricular Assignments

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

E. Outside Employment:

Co-curricular employment outside the District during the established standard work schedule. (See Article 10, Section C(1)) is allowed. The employee must meet with the superintendent or designee to initially approve the employment. Personal days shall be used to cover absences due to outside employment. If the outside employment requires the employee to be absent from work beyond the use of personal days, the employee shall:

- Meet with the superintendent or designee each year to seek continued approval for the co-curricular employment and subsequent unpaid days.
- Miss five or fewer days including the personal days. Unpaid days will be used to cover the co-curricular employment after personal days are used.

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

F. Athletics and Activities Schedule

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

1. Placement on Co-Curricular Schedule
The district may allow up to five (5) years of credit to people entering the Co-Curricular Schedule. Experience must be in the sport, activity, or club for which the applicant is applying. Exceptions to the (5) years of credit will be reviewed by the Contract Maintenance Committee.

2. Athletics

a) Base Athletics Salary

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

b) Years of Athletic Experience

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

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

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

c) High School

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

d) Middle School

- (1) All Middle School Coaches - shall be paid 55% of the 11-12-week High School Varsity Coach's salary. The Middle School season shall closely approximate a 10-week season.
- (2) For Middle School seasons extending beyond 10 weeks, coaches shall be paid a stipend of \$100/week.

3. Activities

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 Other national Career & Technical Student Organization (CTSO) FFA Student union/alliance groups (such as MECHA, NASA/NASU, NHS, etc.) 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 Locally Developed CTSO (not part of a national organization)	WEB	Outdoor School

Note: If, due to District budget decisions, funding for these positions is reduced or eliminated but later is restored, the position will continue at these percentages.

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

4. a) The base activities salary (100%) is equal to 16% of B.A. Step 1 (Appendix A). Positions not included on the activities schedule may be paid at the Additional Professional Duty rate (see Article 5, Section B.3) for time outside the contract.

b) Years of Activities Experience

For previous years of experience (in or out of District) in the same activity, pay shall be increased by the following percentages:

1 – 3 Years 0%

4 - 6 Years 5%

7 - 9 Years 10%

10+ Years 15%

Article 6 - FRINGE BENEFITS

A. Insurance

For the period July 1, 2025, through September 30, 2028, the District shall provide medical, dental, life and vision protection for all employees and their enrolled dependents. The employee contribution shall be as follows:

Moda

Moda Medical Plan 2 equivalent	11% of the monthly premium
Moda Medical Plan 3 equivalent	7% of the monthly premium
Moda Medical Plan 4 equivalent	3% of the monthly premium
Moda Medical Plan 6 equivalent	0% of the monthly premium and \$1,250 annually placed into

a Health Savings Account (HSA) by the District.

Kaiser Permanente	Employee Contribution Notes	
Medical Plan 1 equivalent	13% of the premium	None
Medical Plan 2A equivalent	13% of the premium	None
Medical Plan 2B equivalent	9% of the premium	None
Medical Plan 3 equivalent	0% of the premium, plus one thousand-two hundred and fifty (\$1,250) dollars annually placed into a Health Savings Account (HSA) by the District to be deposited no later than October 1 st .	

The District Contribution Shall Be as Follows:

1. Employees who work the full work year as provided for in Article 10, Section A, shall receive benefits commencing on the first of the month following the date of hire.
2. Insurance premiums shall be prorated for unit members working less than full time.
3. The elimination/qualification period for long-term disability (LTD) coverage shall be 90 calendar days. The LTD Plan shall have a level of benefits equivalent to the MODA Standard LTD Plan provided in 2010-11. The cost of the LTD premiums shall be paid by the employee.
4. The District shall establish Section 125 A, 125 B and 125 C programs for use by employees. Participating employees shall pay the monthly Section 125 individual participant fee. Employees are required to sign off annually to be in compliance with Section 125 regulations.
5. Employees who are double covered by a group health insurance may opt out of medical insurance coverage, or medical, dental and vision coverage. Employees opting out of insurance coverage shall have the choice to receive a district contribution to a Health Reimbursement Arrangement-Voluntary Employees' Beneficiary Association (HRA-VEBA) in the following amounts. Part time employees shall receive prorated contributions based on FTE. Employees will be required to provide proof of group insurance coverage each year during open enrollment as required by policy holder.

HRA Contribution (2025 - 2028) ACCEPTED

Medical Opt Out \$7,700

Medical, Dental, Vision Opt Out \$8,500

B. Insurance Limitations

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

C. Insurance Committee

An insurance Committee will be established with representation from all District employee groups. The committee shall be made up of representatives from all District employee groups and will work towards maximizing benefits in the most cost-effective manner. The Committee will make their recommendations to the District no later than three weeks after the new rates are published.

1. The Insurance Committee shall be made up of 3 Association members, 3 classified unit members, 1 non-licensed, (non-unit-represented employee), and 2 administrative unit members.
2. The committee shall review, study, and recommend the next year's options for insurance plans that maximizes employee benefits in the most cost-effective manner.

D. Employee Assistance Program (EAP)

The district will provide an Employee Assistance Program (EAP) that allows each employee to refer themselves confidentially to the EAP provider.

Article 7 - LEAVE OF ABSENCE WITH PAY

A. Sick Leave

1. Definition: Sick Leave shall be defined as absence from duty due to the employee's personal or immediate family illness, injury or mental health pursuant to Oregon Revised Statute (ORS) 332.507 and ORS 653.601 through 653.661 or for any reason set forth in the Oregon Paid Leave Law.
2. Annual Accumulation: Ten (10) days, or one day per month for work beyond ten (10) months, sick leave with full pay will be granted to all licensed personnel per year in the bargaining unit. Granting of this allowance is contingent upon the employee's reporting to work at least one day in the year for which the allowance is granted.
3. Unlimited Accumulation: Unused sick leave shall accumulate.
4. Transfer into District: Unused, but accumulated sick leave, up to seventy-five (75) day total as required by ORS 332.507, may be transferred from another Oregon district retroactive to July 1, 1971, provided the employee has been continuously employed by a school district and such leave is verified by the administration of the other district(s).
5. Physician's Certificate:
 - a) In absences in excess of five (5) days, the District may require a certificate from the employee's attending physician stating that illness or injury prevented the employee from working.
 - b) Such physician's certificate of illness shall not be required for absences of less than five(5) consecutive days in duration unless the District has reason to believe that abuse of sick leave may be occurring.
 - c) Any physician's expenses created by or as a result of a District requirement to obtain certification of illness associated with absence of less than five (5) days that are not reimbursable by medical insurance, shall be paid by the District. If a question should arise regarding a unit member's physical or emotional ability to perform their duties, the member's immediate supervisor will meet with that unit member and their representative, if desired, and inform them as to the nature of the District's concern. If at the conclusion of such a meeting, the District is of the opinion that an evaluation is appropriate, the District may require such employee to submit to medical examination or other appropriate evaluation at the expense of the District in order to establish the educator's fitness for currently assigned or possible alternative duties.
 - d) Drug testing shall only be conducted under the provisions of the District's Drug Free Work Place Policy and/or Employee's Assistance Program.
6. Licensed employees who choose to be eligible to use the Sick Leave Bank must contribute at least one, and up to two (2) days of sick leave to join the bank and must contribute at least one and up to two days of sick leave the year after the sick leave bank falls below the limit defined by CMC (currently 600 hours). The Sick Leave Bank will be used for the sole purpose of awarding additional Sick Leave to a licensed employee involved in a catastrophic or emergency situation. The Sick Leave Bank can only be accessed after a licensed employee has exhausted all other accrued leave. The Association will collaborate with the District to oversee the bank. The Association will, upon notice from the employee, review requests for additional leave from the Sick Leave Bank.

and decide on the allocation. The Association will provide direct access to the Sick Leave Bank Donations/Requests or recent copies of them as needed. The District agrees to maintain accurate and up-to-date sick leave donation bank hours and will deduct employee donation hours in a timely manner. In the event emergency conditions arise, an extension of Sick Leave may be granted by the Superintendent. Additional rules and guidelines for the Sick Leave Bank will be determined by the Contract Maintenance Committee.

B. Occupational Illness or Injury:

The District shall pay to a unit member the difference between their regular take home pay and the benefits received by them under the Oregon Workers Compensation Law for absence due to a compensable injury, incurred in the course of the unit member's employment. The unit member shall be charged a proportionate amount of sick leave, as the salary paid them by the District relates to that member's full day's pay.

C. Personal Leave:

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

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

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

D. Bereavement Leave:

1. Up to five days paid bereavement leave for the death in the immediate family, as defined by the Paid Leave Oregon law, is available for use within two (2) weeks of death as deemed necessary by the employee. The only exception granted to the two weeks above will be for attending services scheduled more than two weeks after death. This leave will not be deducted from any employee accrued sick leave or personal leave. Unused bereavement leave will not accumulate year-to-year. Additional bereavement leave shall be available in accordance with OFLA.
2. Sick or personal leave can be used as bereavement leave for death outside of the immediate family.
3. Sick or personal leave in addition to the five (5) days granted in 1 above can be used to tend to family business matters which require the employee's presence (e.g., settlement of the estate, legal proceedings, etc.) due to a death in the immediate family.
4. The term "immediate family" shall be defined as husband, wife, domestic partner, son, daughter, mother, father, sister, brother, grandmother, grandfather, grandchild; or on the marriage side, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law.

E. Funeral Attendance:

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

F. Jury Duty

If the employee's jury duty obligation is fulfilled at a time which will allow their return to duty for one-half day or more, they shall do so. Employees shall not lose pay for Jury Service. Employees will not collect pay from the court for jury services but may collect mileage payment from the court.

G. Court Appearance as Witness:

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

H. Association Leave

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

Article 8 - LEAVE OF ABSENCE WITHOUT PAY

Employees may be permitted leaves of absence without pay.

A. Criteria

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

1. The employee's absence shall not negatively affect the program of the school to which the employee is assigned, nor of the District as a whole.
2. A substantial basis for the request is not to seek permanent employment with another employer.
3. The employee is not on a "plan of assistance" at the time the application was received.
4. The employee has been employed by the District for three (3) years prior to the time the leave is to commence.

B. Terms

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

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

C. Personal

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

D. Extended Leave of Absence:

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

1. Professional Study: Engaging in study at an accredited college or university reasonably related to their professional responsibilities.
2. International and Federal Programs: Participation in exchange teacher programs in other states, territories; foreign or military teaching programs; Peace Corps, Teacher' Corps, or Job Corps, a full-time participation in such program or cultural travel or work program related to their professional responsibilities.
3. Political: A leave of absence, not to exceed two (2) years may be granted to any teacher, upon application for the purpose of campaigning for, or serving in, a public office.

4. Military Leave: An employee is eligible for leave in accordance with State and Federal law.
5. Association Leave: Serving as an officer of, or on the staff of, the Association, the Oregon Education Association, the National Education Association or their educational affiliates shall be at the employee's request.

E. Status While on Leave

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

1. The teacher's name will be kept on the rolls to permit participation in group insurance rates to the extent allowed by the insurance carrier, providing the teacher pays the premiums.
2. Benefits While on Leave: Unless insurance benefits are expressly waived by a teacher going on approved leave, when a teacher goes on unpaid leave during the term of a contract year, insurance premiums shall be paid by the affected teacher while on the unpaid leave of absence. The teacher's obligation for insurance premiums shall also include any pro-rate share; i.e., number of days unpaid leave divided by the number of contract days x the dollar amount of annual premium. For example: 29 unpaid leave days, $29/190 = 15.3\%$.
3. Benefits Upon Returning from Leave: At the time the employee begins their duties with the District following the leave of absence they shall be entitled to the same benefits as then existing for all regular employees in the bargaining unit. The unused accumulated sick leave earned by the employee at the commencement of the leave shall be restored.
4. Position Upon Return: The District shall "attempt to" return the employee to a position comparable to the assignment held by the employee immediately prior to their commencement of leave.
5. Notice of Return to the District: By March 15 of the school year the employee is on leave, the District shall notify the employee, at their latest known address, whether the District expects them to return to the District's employment for the following school year. By April 1 of the school year the employee is on leave, they shall notify the District whether they will sign a District teaching contract and assume the teaching position in the District for the following school year.
6. Time of Return: The employee shall return at the beginning of a normally contracted school year for their employment category, unless a contrary time has been agreed to by the employee and the District prior to the commencement of the employee's leave.

F. Application Procedures

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

Article 9 - FAMILY LEAVE

A. Paid Leave:

1. Pregnancy Leave:

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

2. Parental Leave:

An employee is eligible for parental leave, in accordance with current State and Federal law. When leave taken under this Section qualifies for leave under OFLA and/or the FMLA, it shall be counted toward the employee's OFLA/FMLA annual leave allocation. When the employee has accrued paid leave from which to draw, the period of parental leave shall be with pay, until the employee has exhausted available paid leave or the leave period has expired. When all available paid leave has expired, the employee is eligible for unpaid leave.

B. Unpaid Leave

1. Parental Leave

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

2. Adoption Leave

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

Article 10 - WORK SCHEDULE

A. Work Year

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

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

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

B. Closure During School Session

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

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

C. The Professional Schedule

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

1. Standard Work Schedule
 - a) The standard work schedule for unit members shall be forty (40) hours per week including a daily duty-free lunch period of 30 minutes.
 - b) Starting and dismissal times of regular building hours, which vary from school to school, shall be determined by the District.
 - c) Secondary FTE calculations for part time unit members shall be based upon the number of periods taught by the part time teacher divided by the standard full time (1.0 FTE) secondary teaching assignment.
 - d) Example: Part time unit member has four (4) instructional periods, divided by the standard full-time assignment of six (6) instructional periods, $4/6 = 0.67$ FTE.
 - e) Itinerant and part-time unit members will meet with their Building Administrators during in-service week of each year to develop a plan and agreements for planning, early-release days, lunch, staff meetings, conferences, assembly schedules, etc. For itinerant unit members, duty-hours shall be the same as the standard work schedule as provided for in this Section and shall begin upon arrival at their first assignment and end at their last daily assignment.
2. Work Beyond Regular Duties
 - a) Unit members recognize that their responsibility to students requires the performance of duties involving the expenditure of time beyond that of the student/standard schedule, and shall be available for student and/or parent consultation, as well as other professional activities and responsibilities.
 - b) All unit members at the secondary level will have a maximum of three (3) non-supervisory obligations beyond their regular duties in addition to parent-teacher conferences; all unit members at the elementary level will have a maximum of two (2), in addition to two (2) Title IA family involvement events, and parent teacher conferences. Communication about which obligations beyond their regular duties are required and which obligations are optional will be done at the beginning of each year.
 - c) The Superintendent/designee may grant paid leave for bargaining unit members who perform additional duties under emergency circumstances.
3. Time Schedule: Unit members will schedule regular times when they will be available and will communicate these hours to their students and parents in a timely manner.
4. Early Release Days:
 - a) "Planning time" is defined as two or more members engaging in collaborative planning, and staff are highly encouraged to plan collaboratively.
 - b) Early release days are in addition to the weekly 330 minutes preparation time. The Early Release days will be assigned as follows:
 - 8 Collaboration days
 - 11 School Directed

- 4 District Days
- 7 preparation days
- 5 Preparation days for conferences/transitions

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

5. Preparation Time

- Within the standard work week, the District shall provide for a minimum of 330 minutes of individual preparation time. This time shall be in blocks of at least thirty (30) minutes per day. Elementary unit members will be provided 120 minutes of preparation time per week during the student day. This added time is part of the 330 minutes of preparation time.
- Preparation time shall be prorated for part-time employees.
- Each building will designate 1 day a week to be used for preparation time.
- The non-student contact day mid-year will consist of 4 hours of in-service, and 4 hours of preparation.
- Supervision of students when assigned by an administrator shall not be considered planning time.
- Unit members may be excused during the scheduled workday to attend to personal business; provided the absence has the concurrence of the building principal and arrangements have been made for the educator to make up time missed. Such absence may only occur during preparation time.
- High School (grades 9-12) High school staff shall have a maximum of four (4) preparations.
- Middle School {grades 6-8} It is understood that the Middle School Level is a unique organizational structure. Middle school unit members will follow the high school or elementary recommendations depending on the situation: however, four (4) preparations is the major guideline.
- Some special programs may look more like an Elementary assignment. In these cases, the K-5 guideline will be followed. However, every attempt will be made to make workload adjustments to such unusual situations. Each such assignment shall be reviewed prior to the end of the given term. In extenuating circumstances when consensus cannot be reached a unit member can be assigned more than four (4) preparations after exhausting all available options.
- Elementary level (grades K-5) The District shall make every effort to prioritize, discontinue, alter or condense curriculum to make the most efficient use of staff time.

6. Closure Due to Lack of Funds: The District reserves the right to close the schools due to a lack of funds. No salaries or benefits provided in this Agreement shall accrue for any days not worked as a result of school closures due to lack of funds. Short term closures shall be treated as temporary reductions in force.

Article 11 - VACANCIES AND TRANSFERS

A. Posting

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

B. Voluntary Transfers:

- Requests by an employee for a transfer to a different building shall be made in writing and delivered to Human Resources.
- The request shall set forth the reasons for the transfer, the school sought, and the applicant's academic

qualifications.

3. Employees can also request a transfer by applying for open positions. In such cases, the most qualified bargaining unit members will each be granted an interview, with hiring preferences given to the bargaining unit member when all other considerations are equal.

4. The District shall act upon such request, without unreasonable delay and shall provide the employee with written notification as to its action with the general reasons for the action taken.

C. Involuntary Transfers:

1. The parties agree that the District shall have the right to transfer bargaining unit members from one building, subject, and/or grade level to another building, subject, and/or grade level, within the District. Bargaining unit members will be transferred to positions for which they are qualified as determined by their licensure, subject only to the following procedural requirements:

- a) The District will seek volunteers before involuntarily transferring a teacher.
- b) Involuntary transfers will not be for disciplinary reasons, except where the nature of an employee's demonstrated misconduct necessitates an involuntary transfer to protect the rights or well-being of another employee.
- c) The employee being considered for such transfer and the Association shall be notified in writing.
- d) Before the transfer is finalized, the bargaining unit member may request to meet with the Superintendent or designee for the following purposes:
 - (1) Clarifying, within the limits of professional ethics, the reasons for the proposed transfer.
 - (2) Allowing the bargaining unit member the opportunity to express their wishes relating to the proposed transfer and discuss alternative transfer options.

2. When the final decision to transfer has been made, the employee shall be notified in writing as to the decision.

3. In the event an involuntary transfer is undertaken during the summer recess period, the District shall observe the procedure as outlined in Sections C(1) and C(2) (above), provided it is practical to do so. If the employee cannot be contacted at their address of record or is unavailable for a meeting upon the specified date or a mutually acceptable alternative day, the procedures as outlined above shall not be construed so as to prevent the District from finalizing the transfer in an expeditious manner.

4. Transfer Due to State and Federal Mandates

A transfer may be required as a result of school and/or district sanctions due to state and/or federal mandates. Section C shall not apply in the event of a relocation of staff for these purposes. In the event that such transfers become necessary:

- a) The Association and all affected bargaining unit members shall be notified within five (5) days of a decision to make a non-emergency relocation.
- b) Upon request, the District shall meet with the Association to review the procedures to be used in such a transfer.

5. Facilities Closure

- a) Emergency Relocation: Section C shall not apply in the event of employee transfers that are the result of a facilities closure, partial or total, that is for fire, flood, utilities breakdown, or other events that could not reasonably have been foreseen in advance.
- b) Non-Emergency Relocation: Section C shall apply.

Article 12 - RIGHT OF PROFESSIONAL UNIT MEMBERS

A. Grading of Students:

Unit members shall maintain the responsibility to determine grades and other evaluation of students in accordance with established grading policies. Grade changes will follow the established grade change procedure in each school. Grade changes will not occur without notification and involvement of the educator prior to changing the grade.

B. Personal Freedom:

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

C. Academic Freedom

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.

1. Controversial Material

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.

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. This provision shall not relieve unit members of their obligation to treat all students with professionalism and respect and to recognize the worth and dignity of all students in accordance with Board Policy.

D. Representation Rights:

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.

E. Employee Discipline:

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 are materials or documents related to employee evaluations and District's Teacher Evaluation Handbook.
2. No employee shall be disciplined without just cause. The specific reason forming the basis for the discipline shall be made available to the employee on request.
3. Specifically excluded from the just cause standard are extended duty, co-curricular duties, the substance and supporting documentation for evaluations, and probationary non-renewal.
4. No contract employee shall be dismissed or non-extended, except for ground enumerated in ORS 342.865.
5. An Employee who is dismissed or a contract teacher who is non-extended shall have the option of challenging the District's actions under ORS 342.805 to 342.930 or through a just cause grievance, using the process of Article 3 of this Agreement. If the employee chooses the grievance option, the parties agree to waive the rights, limitations, and procedures under 342.805 to 342.930. If the employee chooses the statutory option, the hearings officer will be selected from OSBA/OEA list, using an alternative striking process.
6. Within five (5) days after the receipt of the notice of appeal of dismissal or contract non-extension, the

District will provide the statutory grounds for the employment termination, a statement of facts in support, and a list of witnesses and documents to be relied upon at the hearing.

7. No employee may be dismissed, laid-off, non-contract extended, or non-renewed based upon the employee's salary placement or other compensation.

F. Public Criticism

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

G. Complaints

1. If a complaint is to be used in a unit member's evaluation, discipline or placed in the personnel file, the staff member must be informed in writing of the complainant and the nature of the complaint within seven (7) contract days of receipt of the complaint. All complaints shall be signed by the complainant. During vacation and holiday periods every effort will be made to handle the complaint expeditiously.
2. The employee has the right to Association representation at all levels.
3. A face-to-face meeting is recommended between the complainant and the unit member in the presence of the supervisor, however, this requirement will not prevent the complaint from moving forward. Complaints of a criminal nature or involving harassment are not recommended for a face-to-face meeting.
4. The unit member will be given an opportunity to respond to and/or rebut such complaint.
5. The supervisor will attempt to resolve the complaint to the satisfaction of all parties. If the bargaining unit member is dissatisfied with the resolution, they may appeal to the Superintendent or, if still dissatisfied, to the Board level.
6. Only complaints which are used in a unit member's evaluation or result in disciplinary action shall be considered a permanent part of a member's personnel file and shall not be removed for any reason, except if the related discipline is overturned. A unit member shall have the right to attach the member's response, or any other relevant documents, to any document included under this subsection.
7. Written complaints filed against an employee shall not be placed in the employee's personnel file provide the written complaint has not led to discipline of the employee.
8. With all written complaints, the District and the Association encourage a collaborative problem solving approach to resolving the complaint prior to discipline being imposed.
9. Following the execution of this Agreement, any employee wishing to review their personnel file, consistent with Board policy, may do so with the intention of purging any written complaints that had not previously led to discipline.
10. This section does not apply under the following conditions:
 - a) The complaint is part of a Title IX or child abuse investigation by the school or district as required by law.
 - b) The complaint is not used as the sole basis of discipline. For more information about employee discipline (including the "Just Cause" provision), please see Article 12, Section E.

H. Non-Discrimination:

1. The District agrees to follow all State and Federal laws regarding non-discrimination.
2. In order to promote non-discrimination and an environment free of harassment, South Lane School District prohibits discrimination in the workplace, including all of its program and activities, on the basis of race, color, national origin, age, disability, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, and political beliefs. "Sexual orientation" means an individual's actual perceived heterosexuality, homosexuality, bisexuality or gender identity, regardless of whether the individual's gender identity, appearance, expression or behavior differs from that traditionally associated with the individual's sex at birth.

I. Reduction in Force

1. Reduction in force may result from insufficient funding, a decrease in enrollment, or state and federal mandates. Reduction in staff may also result from the elimination of courses or a school closure due to Administrative decision. No reduction will take place until all resources, alternatives, and other personnel have been examined and alternatives eliminated. Thereafter, the District agrees that such reduction shall be made in accordance with the following procedure:
2. Definitions
 - a) Seniority shall be defined as the employee's total length of service in the District since last date of hire. Seniority shall be computed and accrued from the employee's first date of actual service within a regular academic year, excluding extra duty and/or co-curricular contracts. Seniority for Bargaining Unit members hired to begin work before August 15th shall have a hire date consistent with their first date of service.
 - b) Seniority shall accrue during leaves of absence. Employees with common hire dates will draw lots to determine seniority during in-service week. The employee with a number one (1) lot has the most seniority.
 - c) Reduction in force shall be defined as a Unit member's total or partial involuntary loss of employment caused by the reasons set forth in J.(1) above. Recall rights shall be determined according to seniority and licensure on file with District Personnel at the time the Reduction in Force is declared. Unit members, so affected, shall have recall rights to be restored to their previous FTE level or a greater FTE level (provided proper license is currently held), before any new hires are employed.
 - d) "Competence" means the ability to teach a subject or grade level (elementary, middle or high school) based on recent teaching experience related to that subject or level within the last five (5) years, or educational attainments or both, but not based solely on being licensed to teach. If there is an available position, and no staff member meets the definition of competence defined above, then a staff member with appropriate licensure who is willing to pursue additional training and preparation equivalent to nine (9) credit hours will be considered competent.
3. Status of Temporary Unit Members: Temporary unit members are excluded from coverage under this Article. If a temporary unit member is subsequently hired by SLSD as a probationary teacher without a break in service, the teacher's seniority date and hire date shall be the original date of temporary hire. It is expressly understood that all temporary unit members will be released before any of the provisions concerning probationary and permanent teachers are put into effect. The District shall not be required to rehire or continue the employment of temporary unit members beyond the term or period for which they were hired.
4. RIF Procedure:
 - a) If the Administration intends to recommend Board action for a reduction in force (pursuant to Section J above), it will notify the Association, in writing, with as much detail as possible. The Administration shall also prepare a seniority list by licensure area and provide a copy to the Association.
 - b) In the event that the Board determines (pursuant to Section J, above) that a reduction in force is necessary, the order of reduction and/or transfer shall be determined by seniority, competence, cultural and/or linguistic expertise as defined in ORS 342.934 and license. Notice of reduction in force shall be given to the Association and the affected unit members a minimum of sixty (60) calendar days prior to the effective day of reduction.
 - c) In conducting a reduction in force, the District will first determine the programs or courses scheduled for elimination.
 - d) After such determination, the least senior unit members within the affected areas will be transferred to any Unit position vacancies within their appropriate licensure, so long as they are competent to teach the subject or level of the respective vacancy. If no such vacancy exists, the affected teachers shall be transferred to the position of the least senior unit member (within the affected member's area

- of licensure), provided that said unit member has less seniority than the staff member being transferred.
- e) The District will make every reasonable effort to create a full-time Unit position by combining part-time assignments, provided that the seniority and competence of each part-time unit member (whose assignment is to be combined) is less than that of the unit member for whom the position is being created.
 - f) The District will make every reasonable effort to employ a laid off or part-time unit member as a substitute when appropriate.
 - g) If the District desires to retain an employee with less seniority than an employee being laid off, the District must show that the employee being retained has more competence than the employee who is being released.
 - h) In the event a transfer or reduction in force arises as a result of a school closure (other than short closures due to inclement weather or other such emergencies), the procedures of the Articles shall be followed.
5. Insurance Benefits During Reduction in Force: The District shall provide, at its expense, the medical insurance benefits, as specified in Article 6, for a period of one hundred eighty (180) days or six (6) months. The effective date of this provision shall be the first day following the expiration of normal insurance eligibility or September 1 of the year, whichever is the later date. The District will have no obligation to provide such benefits to a laid off unit member who commences employment with an employer who provides medical insurance for its employees, including the unit member who is on reduction in force status.
6. Recall/Restoration to Prior Status: When the District determines that it is able to reinstitute programs or positions eliminated or reduced under Section A, above, it shall offer recall to those Unit members on reduction in force or reduced FTE in inverse order of their reduction in force or reduction, so long as they are competent, using the same criteria as set forth in Section J(1), above. Licensed staff so affected shall be recalled under the Contract in force at the time of recall.
- a) Recall Rights: The right to be recalled shall continue for twenty-seven (27) months from the effective date of the reductions. For the purposes of this Agreement, the effective date shall be the first day of the new school year, if the last day of service was the close of the previous year, or shall be the first day of the month following the last day of service, if during the school year; e.g., end of first semester or trimester.
 - (1) The right to be recalled shall not be forfeited by a unit member's refusal to accept a position offered, unless the unit member refuses a position for which they are licensed and competent. The right to recall shall not be forfeited if the recall is to a position with lower FTE.
 - b) Recall Procedure:
 - (1) Notice of recall shall be sent via certified mail, return receipt requested, to the last address given by the unit member to the District. The affected unit member shall have ten (10) calendar days from the date the notice was received to notify the District of their intent to accept the recall offer and the earliest date they will report to work or to reject the recall offer. If accepted, the unit member must, thereafter, report on the starting date specified in the notice of recall, unless reporting on that date would result in loss of employee's teaching license. In such a case, the reporting date shall be not less than sixty (60) calendar days from the date the notice of recall was received, or sixty-five (65) calendar days from the date the notice was mailed, whichever is the later date. Failure on the part of the unit member to notify the District of acceptance or rejection of the offer of recall, within the timeliness specified, above, shall constitute the constructive resignation of the unit member from employment with the District.
 - (2) On the same date a person from the RIF pool is offered a position in a timely manner, the next person in order of recall will be notified they may be offered a position should the person being recalled not accept the position. The person on alert will have five days beyond the original recalled person's timeline, as described in Article 11, to notify the District as to

- whether or not they will accept the position.
- (3) All benefits to which an employee was entitled at the time of reduction, including unused accumulated sick leave will be restored to the employee, upon the employee's return to active employment, and the employee will be placed on the proper step of the Salary Schedule for the employee's current position, according to the employee's experience.
 - (4) After all possible recalls have been affected, unit member's who were transferred as a result of reduction in force shall be given the option of a voluntary transfer to vacant positions. The order of such transfers shall be based on seniority, competence, and license, with the most senior unit member being given first choice.
7. Appeal Procedure: Any "appeal" from the Board's decision on reduction in force or recall, pursuant to this Article shall be by means of expedited arbitration, as follows:
- a. The Association shall have ten (10) days from the time the employee received written notice of reduction in force to request expedited arbitration. This request shall be in writing to the District Personnel Director.
 - b. District Personnel will convene a meeting of the CMC within five (5) days of receiving the written notice of appeal to seek an alternative solution acceptable to the involved parties. CMC must provide a written response to the issue within 24 hours of said meeting. The CMC shall be limited to making recommendations to the parties.
 - c. If no resolution is reached, the Association and the District shall then have five (5) days from the CMC response to select an arbitrator. Failing to do so, the Association and the District shall request the Employment Relations Board (ERB) appoint an arbitrator who can hear the case within one (1) calendar month.
 - d. If the appeal does proceed into arbitration, the decision of the arbitrator will be final and binding upon all interested parties, as long as the arbitrator's decision is within their jurisdiction. The arbitrator is authorized to reverse the reduction in force or recall decision made by the District, if the District:
 - (1) exceeded its jurisdiction,
 - (2) failed to follow the procedure applicable to the matter before it,
 - (3) made a finding or order not supported by preponderance of evidence in the whole record, or
 - (4) improperly construed the applicable law.

J. Safe Work Environment

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

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

K. Class Size:

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

1. Grade K-5:
The District and Association recognize that 20-22 students per class is ideal, but understand that a greater number of students is probably more realistic. The District will do its best to keep the class size per unit member to less than 28 students at grades 4-5, less than 26 for grades 2-3, and less than 25 for grades K-1. If a class does exceed these guidelines, a collaborative solution will be sought.
2. Grade 6-12
The District will do its best to keep the average of students per class (excluding advisory) to less than

28. If a unit member does exceed an average of 28 students per class, a collaborative solution will be sought. Due to the group nature of music and physical education classes, these guidelines shall not apply. Every effort will be made to balance multi-sectioned classes.

3. Special Education

- A) The District will do its best to keep Special Education caseloads to 1:20 for elementary school, 1:27 for middle school and high school. Speech-Language Pathologist (SLP) caseloads will be kept to 1:40. ELD Teacher caseloads will be kept to 1:35. Caseloads will be based on the December 1 statewide special education census number.
- B) Speech Language Pathologist caseloads are defined as the number of students served by school-based speech-language pathologists through direct service delivery. Not just students they are case managing.

Middle and high school unit members will receive a case management period in addition to a prep period. If additional case management periods are added, the ratio would then increase by 7 students per additional case management period before a stipend is earned. If a teacher does exceed their caseload limit on December 1st, they will be compensated with a stipend of \$150 per student overage.

Elementary 1:20	Middle 1:27	High 1:27	SLP 1:40	ELD 1:35	STIPEND
Student Overage					\$150 per Student in overage

A flat annual stipend of \$1500 will be paid to all SLSD special education educators on the June payroll.

4. Class Size Stipends

Automatic stipends will be awarded as follows:

Provide stipend to unit members 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 and April. Class size is to base on the average caseload count of two days: The second Tuesday in October and the second Tuesday in April.

Stipends will be paid by June Payroll. The full stipend will be paid if the unit member meets the criteria in the table below at either checkpoint in the year.

K-1	2-3	4-5	Secondary (average not including advisory)	Stipend
25	26	28	≥ 28 to ≤ 29	\$500
26	27	29	> 29 to ≤ 30	\$1000
27	28	30	> 30 to ≤ 30.5	\$1500
28	29	31	> 30.5 to ≤ 31	\$2000
≥ 29	≥ 30	≥ 32	> 31	\$2500

5. Other Possible Outcomes:

We recognize that student needs vary depending on a variety of factors. Therefore, additional support may be considered.

- a. Reallocate Educational Assistant time.
- b. Balancing classes per grade level, subject level, and/or class period.
- c. Move unit members in the building from one grade level to another.
- d. Use a managed volunteer program, with teacher consent.
- e. Short-term mentoring/Peer coaching
- f. At elementary level, confer with teachers about most appropriate classroom placement for new students.
- g. Other options acceptable to all parties including District, Association, Administrator and Unit

Member.

- h. Support with IEP paperwork/scheduling (for Special Education teachers and specialists).
- i. 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.

6. If the principal and the unit member cannot reach agreement within ten (10) days, the unit member 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.

L. Teaching Assignment

Building administrators will determine assignments and notify each bargaining unit member of their assignment for the coming school year by June 1 whenever feasible. Unit members hired after June 1 shall be given the above information at the time of hiring. If changes in assignment become necessary, unit members 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, unit members shall be notified as soon as feasible.

M. Outside Instructional Services/Technology

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

N. Personnel Files

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

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

O. Organizing:

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

P. Student Discipline

1. Employee shall be informed annually of the District's policies regarding student discipline.

2. School administrators will meet with employees annually to receive input and review building disciplinary standards and procedures. Administrators and staff shall work collaboratively to ensure enforcement of building discipline standards.
3. The District and Association will publicize policies and procedures regarding student rights and responsibilities.
4. A seriously disruptive student is one who is unmanageable, has caused a room clear, and/or may pose a threat to the physical safety of the employee, other students, or district property. When a seriously disruptive student has been removed from a classroom, the administrator or their designee will review circumstances and information concerning the student's removal from class. After consultation with the classroom unit member, the final decision for re-admittance to class rests with principal or their designee

Article 13 - PROFESSIONAL AND EDUCATIONAL IMPROVEMENT

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

A. Tuition Reimbursement:

1. Unit members may apply for reimbursement up to four hundred dollars (\$400) per fiscal year. This request must be submitted to their supervisor for approval prior to the teacher taking the course. Reimbursement is allowed for the fiscal year in which the payment is made following the receipt of participation documentation. Participation documentation must be provided by May 23rd and no later than 30 days after the event.

The District may grant additional reimbursement up to \$200 per bargaining unit member if:

- a) Funds are available;
- b) The application is consistent with the individual's professional growth plan; and
- c) All other options for reimbursement are exhausted (i.e., tuition vouchers.)

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

2. For Unit Members on Leave:
 - a) Leave Without Pay - If a course(s) is (are) taken during the summer immediately prior to returning from leave, the tuition reimbursement will be allowed following guidelines of Section A(1), above.
3. Administrators will encourage staff members to utilize their tuition monies to contribute to their own continuing professional development.

B. District Site Council:

1. District Site Council: The purpose of the Committee is to advise and assist the Superintendent and/or their designee regarding staff development activities and the allocation of staff development funds.
 - a) The Committee will provide input on the distribution of staff development funds.
 - b) Curriculum revision and in-service.
 - c) Instructional strategies.

- d) Special District-Wide Initiatives
- e) Substitute time and/or extended contracts for district staff development activities
- f) Direction and input concerning school improvement plans.

C. Building-Level Staff Development Funds

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

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

D. Leadership Positions:

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

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

E. Payment of Other Incurred Expenses

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

F. Evaluation Procedure

All evaluations shall comply with ORS 342.850 using the District procedure, which may include the Clinical Supervision Team (CST) model. The evaluation procedure shall not be changed during the duration of the contract without consensus of the CMC and the Superintendent. On an annual basis, the CMC will review the current evaluation handbook and make any necessary adjustments to conform with all District policies and regulations, and all statutory requirements.

1. The goal of evaluations for Licensed staff is to aid the educator in making continuing professional growth and to determine the educator's performance of their teaching responsibilities.
2. According to state law, probationary unit members are to have multiple observations and an annual formal evaluation by February 15. The final evaluation form will be submitted for recommendation for renewal or non-renewal for the ensuing school year and the Board must notify the probationary teacher of the intended action by March 15. Contract unit members shall be evaluated a minimum of once every two years. Unsubstantiated complaints shall not impact a unit member's evaluation.
3. Peer assistance shall be voluntary on the part of the person needing help and the staff providing the peer assistance. Peer assistance shall abide by the provisions listed in 13D1, above.
4. A unit member shall not be made to testify against another unit member regarding the substance of evaluation.
5. The District shall follow all District policies and statutory guidelines regarding plans of assistance and programs of improvement. Challenges to District policies and statutory guidelines shall not be technically construed.

6. The District shall follow the guidelines in the Teacher Evaluation Handbook.

ARTICLE 14 - ASSOCIATION RIGHTS & RESPONSIBILITIES

A. Access to School Buildings

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

1. The Association may use, except for converse actions against the District, school facilities equipment at reasonable times when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incidental to such use.
2. The Association shall have available for its use a designated bulletin board space in each designated administrative unit.
3. The Association may use the inter-school communication facilities, providing that District communication shall have priority.
4. Upon request, an Association representative shall be allowed to speak at any faculty or other professional meeting, as arranged with the person in charge.
5. The rights and privileges of the Association and its representatives, as set forth in this Article, shall be granted only to the Association as the exclusive representative of the teachers, and to no other teacher organization.

B. Communications

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

C. Open Shop

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

D. Association Encouragement

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

E. New Employee Access and Orientations

As the official labor representative, the Association has the right to provide a new-hire orientation to all bargaining unit employees within thirty (30) days of being hired by the District.

A. Prior to the Start of the School Year:

The District shall provide a 60-minute block during the paid in-service days for the Association to meet with all new bargaining unit employees, including but not limited to, those hired during summer break. The Association Orientation will include a presentation from Association officers and/or Association staff on their legal rights as represented employees.

B. The District shall submit to the Association officers and designated Association staff, via email:

1. An initial list of new hires ten (10) calendar days prior to the Association Orientation. The list shall include contact and position information for each new hire, including personal phone and email, building assigned, specialty (if any), FTE, and date of hire.
2. The date, time, and location for the Association Orientation with at least thirty (30) calendar days advance notice.

C. During the School Year:

On or before the first day of school, the District shall provide the Association with a schedule that includes a date, time and location for each month of the school year that includes a one-hour block of time for the Association to meet with new employees. The District shall notify new hires of scheduled Association Orientations, via email, using the language provided by the Association, copying the Secretary of the Association and OEA. If there have been no new employees hired within the 30-day period from one new hire orientation to the next, the orientation will be cancelled and will resume in the next month, unless the Association requests to use the time with an employee who was unable to attend a previously scheduled Association Orientation.

D. For all Association Orientations:

No Employee (including union officers assisting with the facilitation of Association Orientation) shall suffer a loss of pay or benefits from participating in the Association Orientations. Association Orientations include confidential and protected bargaining unit association information, therefore only bargaining unit employees, Association officers and/or Association staff may be present.

Article 15 - DISTRICT RIGHTS AND RESPONSIBILITIES

1. The District has the responsibility for formulation and implementation of policies and rules governing the educational program and services to the District. No delegation of such responsibility is intended, or to be implied, by any provision of this Agreement.
2. The District retains all the customary, usual and exclusive rights, decision-making, prerogatives, functions and authority connected with, or in any way incident to, its responsibility to manage the affairs of the District or any part of it, consistent with ORS Chapter 243.
3. Rights and privileges of employees in the bargaining unit and the Association are limited to those set forth in this Agreement or provided in Oregon Statutes, and the District retains all prerogatives, functions, and rights except as limited by the terms of this Agreement or by Oregon Statutes.
4. Operational and Managerial Rights and Responsibilities: Without limiting the generality of this Article, it is expressly recognized that the Board's operational and managerial responsibility include:
 - a) The District's rights to contract or subcontract work.
 - b) The District's right to continue in existence any of its present programs in its present form and/or location, or on any other basis.

5. The forgoing enumerations of the functions of the Board shall not be considered to exclude other functions of the Board not specifically set forth; the Board retaining all functions and rights to act not specifically nullified by the Agreement.

Article 16 - JOINT COMMITTEES

A. Contract Maintenance Committee

1. Purpose: The purpose of the committee is to continually review the contract, problem solve, and recommend to the District and the Bargaining Unit additions, revisions, and/or extensions to the contract. All additions, revisions, and/or extensions to the contract must be reduced to writing and ratified by the Board, LUBC and SLEA membership before incorporating such changes into the contract.
2. Meetings: The committee will establish its own meeting schedule with at least one meeting per trimester being held.

B. Insurance Committee

See Article 6, Section C.

C. District Site Council Chair Committee

See Article 13, Section B(1).

D. Site Based Decision-Making Committees:

1. Each building will maintain a site council (pursuant to ORS 336.745) that includes a chairperson willing to participate in District Site Council.
2. No decision of a site council shall violate the contract, Board Policy, or State or Federal statutes. No decision of a site council shall establish a precedent for past practice.
3. The Board will refine the parameters listed in the Board Administrative Regulations to clarify the Council's decision levels of authority. If a site council has questions regarding its authority, they should first contact the Superintendent and then, if necessary, the Board.

ARTICLE 17 - SUPPORT PROGRAMS

A. Distance Learning

1. The District's use of distance learning technology shall not be used to displace bargaining unit positions.
2. Distance learning options may be used for electives when qualified staff are not available to teach the course.
3. Distance learning technology use in the District will be in accordance with TSPC requirements. Should the District need to move to remote/virtual learning at any time during the school year, the District will bring the issue to the CMC to consider an MOU for addressing this need per ORS 243.698 Expedited bargaining process.
4. The District will apply the Class Size/Case Load ratios as agreed in Article 12(L) to its online employees' classes, unless otherwise agreed upon by the Association and the District

B. Alternative Education

1. The District's use of subcontracted alternative programs shall not be used to displace bargaining unit positions.
2. The employee's workload shall not be increased beyond de minimus impact due to the District's use of subcontracted alternative education programs, unless:
 - a) Other duties are reduced proportionately, or
 - b) The District and the employee agree to an extended duty contract, or
 - c) Other alternatives are agreed to which are mutually acceptable to the unit member(s), the District and the Association.

Article 18 - HEALTH SERVICES

A. Certification:

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

Appendix A Salary Schedules

South Lane School District Salary Schedule

For Year End 2026 4.0%

Step	BA	BA + 30	BA + 60/MA	BA + 90/MA + 30	Nurse
Step 1	46,825.55	49,634.96	52,613.36	55,770.44	45,659.82
Step 2	48,934.23	51,867.41	54,980.36	58,279.53	47,237.82
Step 3	51,038.58	54,100.95	57,349.52	60,790.77	48,819.05
Step 4	53,147.26	56,334.47	59,715.45	63,299.86	50,400.28
Step 5	57,360.28	58,568.01	62,084.60	65,808.94	51,982.59
Step 6	59,468.95	61,377.41	65,059.77	68,963.88	54,063.27
Step 7	61,577.62	63,631.39	67,447.22	71,496.64	55,664.95
Step 8	63,683.06	65,886.44	69,838.98	74,027.26	57,256.95
Step 9	63,683.06	70,395.49	72,227.52	76,560.03	58,854.33
Step 10	63,683.06	72,504.15	74,619.28	79,094.95	60,451.71
Step 11	63,683.06	74,611.74	77,727.93	82,390.89	62,622.80
Step 12	63,683.06	74,611.74	80,140.13	84,947.34	64,236.33
Step 13	63,683.06	74,611.74	84,963.49	87,505.94	67,453.68
Step 14	63,683.06	74,611.74	87,071.08	90,062.39	67,453.68
Step 15	63,683.06	74,611.74	87,071.08	95,175.29	67,453.68
Step 16	63,683.06	74,611.74	87,071.08	95,175.29	67,453.68
Step 17	63,683.06	74,611.74	87,071.08	95,175.29	69,592.49
Step 18	63,683.06	74,611.74	87,071.08	95,175.29	69,592.49
Step 19	63,683.06	74,611.74	87,071.08	97,731.74	69,592.49

** Teachers must have been on BA+90/MA+30 (step 15) for four (4) years to advance to Longevity step 19

South Lane School District Salary Schedule

For Year End 2027 4.0%

Step	BA	BA + 30	BA + 60/MA	BA + 90/MA + 30	Nurse
Step 1	48,698.57	51,620.36	54,717.90	58,001.25	47,486.21
Step 2	50,891.59	53,942.11	57,179.57	60,610.71	49,127.33
Step 3	53,080.13	56,264.98	59,643.50	63,222.40	50,771.81
Step 4	55,273.15	58,587.85	62,104.07	65,831.85	52,416.29
Step 5	59,654.70	60,910.73	64,567.98	68,441.30	54,061.89
Step 6	61,847.71	63,832.51	67,662.16	71,722.43	56,225.80
Step 7	64,040.72	66,176.65	70,145.11	74,356.51	57,891.55
Step 8	66,230.38	68,521.90	72,632.54	76,988.35	59,547.23
Step 9	66,230.38	73,211.31	75,116.62	79,622.43	61,208.50
Step 10	66,230.38	75,404.32	77,604.05	82,258.75	62,869.77
Step 11	66,230.38	77,596.21	80,837.04	85,686.53	65,127.71
Step 12	66,230.38	77,596.21	83,345.74	88,345.23	66,805.78
Step 13	66,230.38	77,596.21	88,362.03	91,006.18	70,151.83
Step 14	66,230.38	77,596.21	90,553.92	93,664.88	70,151.83
Step 15	66,230.38	77,596.21	90,553.92	98,982.30	70,151.83
Step 16	66,230.38	77,596.21	90,553.92	98,982.30	70,151.83
Step 17	66,230.38	77,596.21	90,553.92	98,982.30	72,376.19
Step 18	66,230.38	77,596.21	90,553.92	98,982.30	72,376.19
Step 19	66,230.38	77,596.21	90,553.92	101,641.01	72,376.19

** Teachers must have been on BA+90/MA+30 (step 15) for four (4) years to advance to Longevity step 19

South Lane School District Salary Schedule

For Year End 2028 3.5%

Step	BA	BA + 30	BA + 60/MA	BA + 90/MA + 30	Nurse
Step 1	50,403.03	53,427.07	56,633.02	60,031.30	49,148.23
Step 2	52,672.80	55,830.08	59,180.86	62,732.09	50,846.79
Step 3	54,937.93	58,234.26	61,731.02	65,435.18	52,548.82
Step 4	57,207.71	60,638.42	64,277.71	68,135.97	54,250.86
Step 5	61,742.61	63,042.60	66,827.86	70,836.75	55,954.06
Step 6	64,012.37	66,066.64	70,030.34	74,232.72	58,193.70
Step 7	66,282.15	68,492.83	72,600.19	76,958.98	59,917.75
Step 8	68,548.44	70,920.17	75,174.68	79,682.95	61,631.38
Step 9	68,548.44	75,773.70	77,745.70	82,409.21	63,350.80
Step 10	68,548.44	78,043.47	80,320.20	85,137.81	65,070.22
Step 11	68,548.44	80,312.08	83,666.34	88,685.55	67,407.18
Step 12	68,548.44	80,312.08	86,262.84	91,437.31	69,143.98
Step 13	68,548.44	80,312.08	91,454.70	94,191.40	72,607.14
Step 14	68,548.44	80,312.08	93,723.31	96,943.15	72,607.14
Step 15	68,548.44	80,312.08	93,723.31	102,446.68	72,607.14
Step 16	68,548.44	80,312.08	93,723.31	102,446.68	72,607.14
Step 17	68,548.44	80,312.08	93,723.31	102,446.68	74,909.36
Step 18	68,548.44	80,312.08	93,723.31	102,446.68	74,909.36
Step 19	68,548.44	80,312.08	93,723.31	105,198.45	74,909.36

** Teachers must have been on BA+90/MA+30 (step 15) for four (4) years to advance to Longevity step 19

Appendix B

Athletic Schedules

SOUTH LANE SCHOOL DISTRICT 2025-26 Athletic Stipends Schedule

New Base BA Step 1
\$46,825.55

Athletic Base 11-12 wks 13.4
\$ 6,275

13-18 wks 16%
\$ 7,492

		1-3 yrs	4-6 yrs	7-9 yrs	10+ yrs	
Coaching Position		1.00	1.05	1.10	1.15	Off Campus
Fall & Spring Sports	H.S.					
Varsity Head Coach	11-12 Week					
Season (13.4% of BA Step 1)		\$ 6,275	\$ 6,588	\$ 6,902	\$ 7,216	NA
Winter Sports	H.S.					
Varsity Head Coach	13-18 Week					
Season (16.0% of BA Step 1)		\$ 7,492	\$ 7,867	\$ 8,241	\$ 8,616	NA
JV/JV II/ Freshman	11-12					
Week Season (65% of Base)	*Golf and					
Cross Country		\$ 4,079	\$ 4,283	\$ 4,487	\$ 4,691	\$ 2,040
JV/JV II/ Freshman	13-18					
Week Season (65%) of Base		\$ 4,870	\$ 5,114	\$ 5,357	\$ 5,601	\$ 2,435
Varsity Assistant	11-12					
Weeks (60% of Base)		\$ 3,765	\$ 3,953	\$ 4,142	\$ 4,330	\$ 1,883
Varsity Assistant	13-18					
Week season (60% of Base)		\$ 4,495	\$ 4,720	\$ 4,945	\$ 5,169	\$ 2,248
Playoffs (after District Event)		\$200/week	* Play-In games are considered post District/League events			
Middle School Coach	10 Week					
Season (55% of Base)		\$ 3,451	\$ 3,624	\$ 3,796	\$ 3,503	\$ 1,726
Extended Season (beyond 10 Weeks)		\$100/week	* Play-In games are considered post District/League events			
Middle School Athletic Director						
(65% of 11-12 week Base)						
Annual stipend if accompanied by a prep period. If						
there is no prep period, multiply the annual stipend						
by 3		\$ 4,079	\$ 4,283	\$ 4,487	\$ 4,691	

* All dollars are rounded up to the next whole dollar

SOUTH LANE SCHOOL DISTRICT
2026-27 Athletic Stipends Schedule

New Base
BA Step 1
\$48,698.57

Athletic Base
11-12 wks 13.4
\$ 6,526

Athletic Base
13-18 wks 16%
\$ 7,792

		1-3 yrs	4-6 yrs	7-9 yrs	10+ yrs	
Coaching Position		1.00	1.05	1.10	1.15	Off Campus
Fall & Spring Sports	H.S.					
Varsity Head Coach	11-12 Week					
Season (13.4% of BA Step 1)		\$ 6,526	\$ 6,852	\$ 7,179	\$ 7,505	NA
Winter Sports	H.S.					
Varsity Head Coach	13-18 Week					
Season (16.0% of BA Step 1)		\$ 7,792	\$ 8,182	\$ 8,571	\$ 8,961	NA
JV/JV II/ Freshman	11-12					
Week Season (65% of Base)	*Golf and					
Cross Country		\$ 4,242	\$ 4,454	\$ 4,666	\$ 4,878	\$ 2,121
JV/JV II/ Freshman	13-18					
Week Season (65%) of Base		\$ 5,065	\$ 5,318	\$ 5,572	\$ 5,825	\$ 2,533
Varsity Assistant	11-12					
Weeks (60% of Base)		\$ 3,916	\$ 4,112	\$ 4,308	\$ 4,503	\$ 1,958
Varsity Assistant	13-18					
Week season (60% of Base)		\$ 4,675	\$ 4,909	\$ 5,143	\$ 5,376	\$ 2,338
Playoffs (after District Event)		\$200/week	* Play-In games are considered post District/League events			
Middle School Coach	10 Week					
Season (55% of Base)		\$ 3,589	\$ 3,768	\$ 3,948	\$ 3,643	\$ 1,795
Extended Season (beyond 10 Weeks)		\$100/week	* Play-In games are considered post District/League events			
Middle School Athletic Director						
(65% of 11-12 week Base)						
Annual stipend if accompanied by a prep period. If						
there is no prep period, multiply the annual stipend						
by 3		\$ 4,242	\$ 4,454	\$ 4,666	\$ 4,878	

* All dollars are rounded up to the next whole dollar

SOUTH LANE SCHOOL DISTRICT
2027-28 Athletic Stipends Schedule

New Base
BA Step 1
\$50,403.03

Athletic Base
11-12 wks 13.4
\$ 6,754

13-18 wks
16%
\$ 8,065

		1-3 yrs	4-6 yrs	7-9 yrs	10+ yrs	
Coaching Position		1.00	1.05	1.10	1.15	Off Campus
Fall & Spring Sports	H.S.					
Varsity Head Coach	11-12 Week					
Season (13.4% of BA Step 1)		\$ 6,754	\$ 7,092	\$ 7,429	\$ 7,767	NA
Winter Sports	H.S.					
Varsity Head Coach	13-18 Week					
Season (16.0% of BA Step 1)		\$ 8,065	\$ 8,468	\$ 8,872	\$ 9,275	NA
JV/JV III/ Freshman	11-12					
Week Season (65% of Base)	*Golf and					
Cross Country		\$ 4,390	\$ 4,610	\$ 4,829	\$ 5,049	\$ 2,195
JV/JV III/ Freshman	13-18					
Week Season (65% of Base)		\$ 5,242	\$ 5,504	\$ 5,766	\$ 6,028	\$ 2,621
Varsity Assistant	11-12					
Weeks (60% of Base)		\$ 4,052	\$ 4,255	\$ 4,457	\$ 4,660	\$ 2,026
Varsity Assistant	13-18					
Week season (60% of Base)		\$ 4,839	\$ 5,081	\$ 5,323	\$ 5,565	\$ 2,420
Playoffs (after District Event)		\$200/week	* Play-In games are considered post District/League events			
Middle School Coach	10 Week					
Season (55% of Base)		\$ 3,715	\$ 3,901	\$ 4,087	\$ 3,771	\$ 1,858
Extended Season (beyond 10 Weeks)		\$100/week	* Play-In games are considered post District/League events			
Middle School Athletic Director						
(65% of 11-12 week Base)						
Annual stipend if accompanied by a prep period. If there is no prep period, multiply the annual stipend by 3		\$ 4,390	\$ 4,610	\$ 4,829	\$ 5,049	

* All dollars are rounded up to the next whole dollar

Appendix C
LETTER OF AGREEMENT
Between
SOUTH LANE SCHOOL DISTRICT
And
SOUTH LANE EDUCATION ASSOCIATION/LUBC

The above referenced parties agree as follows:

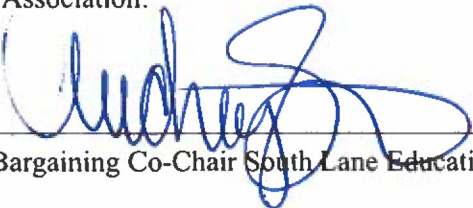
1. For purposes of this Agreement, “eligible employees” will mean District personnel who were members of the bargaining unit prior to July 1, 1997.
2. The ERI (Early Retirement Incentive) program, as described in the 1997-2002 Collective Bargaining Agreement will remain available to all eligible employees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

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

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:

 6/24/2025
Bargaining Co-Chair South Lane Education Association (Audrey Stepp) Date

 6/25/2025
Bargaining Co-Chair South Lane Education Association (James Scoggins) Date

 6/26/2025
President Lane Unified Bargaining Council (Corey Culp) Date

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 #45J3, Lane County, Oregon.

For the District:

 6/23/25
Chair, Board of Directors South Lane School District 45J3 (Taylor Wilhour) Date

 6/23/25
Interim Superintendent/Clerk South Lane School District 45J3 (Brian McCasline) Date

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