

Lebanon School District
and
Lebanon Education Association

2025-2027

Agreement

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

2025-2027

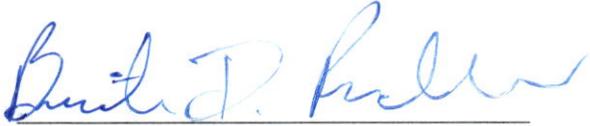
This Agreement entered into this twenty-eighth day of August 2025 by and between the Lebanon Education Association, hereinafter called the Association, and School District No. 9, Lebanon, Linn County, Oregon, hereinafter called the District or the Board.

WITNESSETH

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

LEBANON EDUCATION ASSOCIATION:

LEBANON COMMUNITY SCHOOL DISTRICT NO.9:



President, Lebanon Education Association



District No.9 Board Chairman



Negotiating Team Member, Chairperson



Superintendent/Clerk

8-28-25
Date

8-28-25
Date

Article 1 – Status & Duration Agreement

- A. The Board recognizes the Association as the exclusive bargaining representative on wages, hours and conditions of employment for all regular full-time and regular part-time licensed teaching personnel, pre-school teachers, athletic trainers, interpreters, nurses in the appropriate bargaining unit, excluding temporary employees of less than forty-five (45) continuous contract working days and supervisory, substitute, and confidential employees. The forty-five (45) day eligibility requirement, however, is waived for current employees who take PERS retirement, then are rehired to complete the school year in which they retire.
- B. The purpose of this Article is to recognize the right of the bargaining agent to represent teachers in the bargaining unit in negotiations with the Board. Granting of recognition is not to be construed as obligating the Board in any way to continue any functions except as provided by the conditions of this contract.
- C. The Association recognizes the Board as the duly elected representative of the people and agrees to negotiate only with the Board through the negotiating agent or agents officially designated by the Board to act on its behalf. The terms of this paragraph shall not be subject to binding arbitration under the terms of the grievance procedure but instead will be subject to enforcement by the Oregon Employment Relations Board.
- D. The provisions of this Agreement take precedence over inconsistent provisions of individual teacher contracts.
- E. This Agreement shall not be modified in whole or in part by the parties except by an instrument, in writing, duly executed by both parties.
- F. An electronic copy of the contract will be posted in a clearly marked location on the district web page. Hard copies of the complete master contract shall be made available to any teacher who requests one. The memorandum of new agreements will be available within fifteen (15) days after ratification by both parties.
- G. This Agreement shall be effective on July 1, 2025, or upon ratification, whichever is later, and shall continue in effect until June 30, 2027. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

Article 2 – Negotiation of Successor Agreement

A. Deadline Date

The parties agree to enter into collective bargaining over a successor agreement in January of the last year of the Agreement and to exchange initial proposals by February 1 of the last year of this Agreement, as long as the Association continues to be the recognized bargaining agent. The date for exchange of initial proposals can be changed per mutual agreement of the Association and the District. Any agreement so negotiated shall be reduced to writing after ratification by the parties.

B. Contract Awareness Meeting

Upon ratification of this Agreement by the parties, the Association and the District will conduct a joint training session to be held with all District administrators and Association leadership and faculty representatives to explain the Agreement.

Article 3 – Grievance Procedures

DEFINITIONS

- A. “Grievance” shall mean a complaint by an employee or group of employees or the Association that there has been to him/her (or them) a violation or inequitable application of any provision of the contract.
- B. “Grievant” is the person or persons who has (have) the grievance and is (are) presenting the complaint.
- C. The “party in interest” is either the person or persons or Association making the complaint or the person or persons against whom the complaint is made.
- D. “Representative” is the one who may speak for and/or advise a party in interest.
- E. “Immediate supervisor” is the one who has direct administrative supervisory responsibilities over the grievant in the area of grievance.
- F. “Binding arbitration” is a decision by an arbitrator which requires compliance by both parties.
- G. “Days” - the term “days” when used in this Article shall, except where otherwise indicated, means the grievant’s working days. If a particular situation warrants expedited grievance processing, nothing in this grievance procedure precludes the parties from agreeing to shorten any or all deadlines.
- H. “Persons officially involved” mean the Superintendent, his/her representative and/or consultant, the grievant, his/her representative and/or consultant, and witnesses.
- I. “Association” - is the Lebanon Education Association.
- J. “Association Grievance” is a grievance involving more than one employee and may include more than one work site or department.

GENERAL PROCEDURES

- A. These procedures should be processed as rapidly as possible. The number of days indicated for settlement or appeal at each level should be considered a maximum. The time limits can be extended by written mutual consent of the parties involved at any level of the procedure.
- B. All parties should attempt to complete the procedures by the end of the school year. The parties shall make a good faith effort to shorten the number of days provided at the various steps in order to finish by the end of the school year and avoid, if possible, carrying the process into the summer vacation period or the following school year.
- C. A grievant shall have a right to representation from Lebanon Education Association (LEA), Oregon Education Association (OEA) at each level of these grievance procedures.
- D. There shall be no restraint, interference, discrimination, or reprisal exerted on any employee choosing to use these procedures for the resolution of grievance.
- E. Failure at any level of this procedure by the grievant to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level. Failure at any level of this procedure to communicate the decision in writing on a grievance within the specific time limits shall permit the grievant to proceed to the next level.

- F. In the course of investigating any grievance, representatives of either party of interest who need to contact an employee in school will contact the building supervisor of the building being visited and will state the purpose of the visit immediately upon arrival.
- G. Every effort will be made by all parties to avoid interruption of classroom and/or any other school-sponsored activities.
- H. Every effort will be made by all parties to avoid the unnecessary involvement of students in the grievance procedure.
- I. All parties in interest will process grievances at times which do not interfere with student contact.
- J. Each grievance shall have to be initiated within twenty (20) days after the occurrence of the cause for the complaint; however, if the grievant did not become aware of the occurrence until a later date, then he/she must initiate action within the twenty (20) days following his/her first knowledge of the cause. In failing to thus initiate action, he/she may be considered to have no reasonable grievance.
- K. Financial responsibility: Each party shall pay any and all costs incurred by said party. Arbitration costs of the third party shall be borne equally by both parties.

LEVELS OF GRIEVANCE

Level One – Supervisor

- A. Informal

The grievant will first discuss his/her grievance with his/her principal or immediate supervisor, either individually or through the school grievance representative or accompanied by a representative, with the objective of resolving informally. The grievant shall state to the administrator that this is a Level One grievance discussion. The administrator shall have ten (10) days to render a written response.

The Association shall have the option to file Association Grievances directly to Level Two. In cases where extreme circumstances prohibit the filing of a grievance at Level One—such as situations where the immediate supervisor is directly involved in the issue in a manner that could compromise the fairness or integrity of the grievance process—the Association may initiate the grievance at Level Two.

Level Two – Superintendent

- A. Within ten (10) days of the supervisor’s written response at the informal level, if the grievant is not satisfied with the disposition of his/her grievance, he/she may file a written grievance with the Superintendent. This complaint shall explain the grievance, set forth the contract clauses allegedly violated and state the specific remedy request.
- B. The Superintendent will conduct a hearing on the grievance. Written notice of the time and place of the hearing shall be given five (5) days prior thereto the grievant, his/her representative, or any other persons officially involved in the grievance.
- C. Attendance at the hearing of appeal shall be restricted to persons officially involved. Parties of interest may elect to introduce exhibits at the hearing.

- D. Within five (5) days of hearing the appeal, the Superintendent or his/her representative shall communicate to the grievant and all other parties officially present at the hearing his/her written decision, which shall include supporting reasons.
- E. If the grievant is not satisfied with the decision of the Superintendent, he/she may file a written appeal with the Superintendent within fifteen (15) days from the receipt of the Superintendent's decision. The appeal shall state the grievant's reasons for appealing for the decision of the Superintendent to the Board.

Level Three – Board

- A. The Board shall determine if a Board-level grievance hearing shall be held. If the Board decides not to hold a hearing, the Association may submit the grievance to Level – Four Arbitration. If the Board decides to hold a grievance hearing, then appeals to the Board shall be heard within thirty (30) calendar days of its receipt of the appeal.
- B. Written notice of the time and place of the hearing shall be given five (5) days prior thereto to the grievant, his/her representative, or any other persons officially involved in the grievance.
- C. Attendance at the hearing shall be restricted to person officially involved. The Board shall set the hearings process. Hearings shall be in executive session except as required by law.
- D. Within five (5) days of hearing the appeal, the Board shall communicate to the grievant its written decision, which shall include supporting reasons.
- E. If the grievant is not satisfied with the hearings decision of the Board, the Association may file a written appeal to arbitration within fifteen (15) days from the receipt of the Board's decision. The appeal shall state the grievant's reason for appealing the decision of the Board and request appeal to Level Four – Arbitration.

Level Four – Binding Arbitration

If the grievant is not satisfied with the District's decision, the Association may submit the grievance to arbitration under the following conditions:

- A. All steps provided for in the grievance procedure must first be exhausted by the grievant.
- B. Written notice of a request for arbitration must be filed with the Superintendent within ten (10) days of receipt of the answer from the last previous step of the grievance procedure.
- C. When a timely request has been made for arbitration, the parties or their designated representatives shall attempt to select an impartial arbitrator. Failing to do so, the Association shall within ten (10) school days of the appeal, request the Employment Relations Board to submit a list of seven (7) arbitrators. As soon as the list has been received, the parties or their designated representatives shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list and the seventh remaining name shall act as arbitrator. The hearings shall be conducted according to the voluntary arbitration rules of the American Arbitration Association.

The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his/her decision not later than thirty (30) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date of final statements and proofs on the issues submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this Agreement. The arbitrator shall have no power to substitute his/her discretion for

that of the Board in any manner not specifically contracted away by the Board. The arbitrator shall have no power or authority to amend, alter, modify, add to, or subtract from this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties within the scope of the arbitrator's authority.

- D. The Board and the Association will share equally any joint costs of the arbitration procedure, such as the fee and expense of the arbitrator and the cost of the hearing room.

Article 4 – Rights of Professional Employees

A. Required Meetings or Hearings

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

B. Evaluation of Students

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

C. Association Identification

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

D. Just Cause

1. The Association recognizes the right of the Board to establish and enforce rules and regulations not in conflict with this Agreement and to discipline professional employees for violation of these rules and regulations. However, no employee will be disciplined without just cause and unless the generally accepted rights of due process are protected. Just cause and due process in this Agreement means:
 - a. The employee is given forewarning or foreknowledge of the possible or probable disciplinary consequences of his/her conduct. This forewarning will be outlined in District policy, staff handbooks, and/ or applicable state rules or federal laws and regulations. Certain offenses, such as insubordination, coming to work intoxicated, drinking intoxicating beverages on the job, or theft of the property of the District or of fellow employees, are so serious that any employee may properly be expected to know already that such conduct is offensive and punishable.
 - b. There will be an investigation conducted fairly and objectively of the charges before any discipline is administered.
 - c. The District's rule was reasonably related to a) the orderly, efficient, and safe operation of the District's business; and b) the performance that the District might properly expect of the employee.
 - d. The District, before administering discipline to an employee, will make an effort to discover whether the employee did in fact violate or disobey a rule or order of the District.

- e. The investigation will provide substantial evidence or proof that an employee is guilty as charged.
 - f. The penalty will be reasonably related to the seriousness of the offense and the record of the employee in his/her service with the District Discipline is defined as a reprimand, a disciplinary letter of directive, suspension (with or without pay), and/or termination.
 - g. The District has applied its rules, orders, and penalties evenhandedly and without discrimination to all employees.
2. Section D (1) shall not apply to the dismissal or non-extension of a contract teacher, it being the intent of the parties that dismissal or non-extension of a contract teacher shall be covered solely by the Accountability for Schools for the 21st Century Law.
 3. Section D (1) shall not apply to the dismissal of a probationary teacher or the nonrenewal of a probationary teacher's contract, it being the intent of the parties that solely the provisions of the Accountability shall govern dismissals and non-renewals of probationary teachers for Schools for the 21st Century Law.
 - a. Newly hired probationary employees who have successfully completed their probationary period in another district in Oregon will have their probationary period shortened to two (2) years.

E. Due Process for Extra-Duty Assignment

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

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

F. Personal Life

Employees shall be entitled to full rights of citizenship including free speech. No religious or political activities of any employee or the lack thereof shall be grounds for discipline or discrimination with respect to the professional employment of such employees, provided said activities do not violate any local, state, or federal law. The personal life of an employee will not be a concern of the District unless it adversely affects his/her fitness for or performance of his/her duties.

Article 5 – Teacher Work Year

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

The calendar committee shall revisit the concept of one early dismissal per week during each annual calendar committee cycle.

- B. The work year shall be one hundred and ninety-two (192) bargaining unit member contract days except as provided in this agreement (see Section E, below). The work year shall include up to 172 student contact days.

The work year shall include:

- Three (3) staff development days, one of which shall be dedicated to new curriculum should it be applicable. Additionally, the District will provide a reasonable amount of curriculum development and collaboration time during the teacher work year.
- Four (4) parent / family conference days
- Two (2) days of prep time between semesters at both the secondary and the elementary levels
- Three (3) other days of uninterrupted classroom preparation except in cases where emergency situations arise or upon mutual agreement with the building teaching staff.
- The Friday before winter break will be an early release day for students. Staff will have the afternoon for preparation.
- Up to 172 student contact days.

- C. During the August in-service week, the District shall provide:
- One (1) day of uninterrupted classroom preparation on the last day of in-service
 - An additional seven (7) hours of uninterrupted classroom preparation, in minimum blocks of three and a half (3.5) hours.
 - New educators shall receive at least two (2) onboarding training days
- D. District paid holidays will include: Labor Day, Veteran’s Day, Thanksgiving Day, Christmas Day, New Year’s Day, Martin Luther King Jr. Day, President’s Day, Memorial Day, and Juneteenth (if the employee is scheduled to work during this time period)
- E. Bargaining unit members who work under extended contracts will be compensated according to each individual’s contracted pay rate for any days, or portion of a day, the District requires them to work in excess of the agreed-upon contract year (as per Section B above).
- F. Notwithstanding Section E, above, extra duty work that does not involve teaching students, such as curriculum development work, as authorized by the District outside the normal workday or work year, shall be compensated at forty-two dollars and fifty cents (\$42.50) per hour. The rate of pay for this shall be increased according to the COLA increase in each contract, beginning (2026-27).
- G. Notwithstanding any of the provisions of this Agreement, if the District chooses to close its schools, shorten the school year, reduce the number of teacher workdays and proportionately reduce teacher salary the District will bargain the impact with the Association. The District and the Association shall utilize the provisions of ORS 243.698.

Article 6 – Teaching Hours and Teaching Load

A. Work Schedule

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

1. Licensed staff will be present to perform assigned duties as determined by the site/program administrator. The site-based administration will identify common attendance times. Changes in meeting times will require one (1) week notice except in cases of emergency. Exception: The common attendance time for a single secondary professional development day and for a single elementary professional development day within an academic year will be 7:45 a.m.–3:45 p.m., should those district professional development days be included in the academic year calendar.
2. Licensed staff will be reasonably available to meet with others as necessary, and will communicate with building administration, parents, students and other staff about their particular times of availability to discuss educational issues, student performance and other matters.
3. Licensed staff may be required to work beyond the regular eight (8) hour work day at evening events up to three (3) times per year. Nothing in this Article prohibits teachers from volunteering.
 - a. Fall Conferences (Evening Event) -
Day one: 7:30am - 7:30pm Day two: 7:30am - 11:30am
Spring Conferences (not an evening event) -
Day one: 11:00am - 7:00pm
Day two 7:30 - 11:30am (remaining time shall be uninterrupted teacher prep time)
 - b. Evening events will conclude at least 11 hours prior to the next licensed staff reporting time. These evening events are in addition to any evening events associated with a bargaining unit member's extra duty contract.
4. The employee's normal workweek shall consist of 40 hours inclusive of a daily minimum of 30 minutes duty free lunch. Teacher work time will be established by district administration according to individual school times and schedules. If a teacher needs to leave the building during the common attendance times, the employee will notify office staff or administration via district protocol so that their whereabouts will be noted in case of emergency. The expectation is that the time off campus will not interfere with any of the teacher's professional responsibilities including supervision of students, IEP or other pre-scheduled meetings, and readiness for the next day. Exceptions to the set schedule for a member on a regular basis must be agreed upon by the member, the District, and the Association.
5. On a preparation or grading day, the employee will work in the building for eight (8) hours per day, or eight (8) hours remotely so long as they are able to complete all required duties, and they remain accessible and available during the work day, per the expectations of any other employee during a preparation/ grading day. The employee will notify administration if he/she is working outside of the school's building hours or remotely.

B. Teaching Load

1. Bargaining unit members shall not be required to exceed six (6) hours of instruction per day. If the District wishes to implement a schedule in a building or program that will alter six (6) hours per day of instruction, the District will bargain the proposed schedule changes with the Association.

2. Elementary teachers shall not be required to teach continuously for more than two and one-half (2-1/2) hours.
3. The parties agree to teaching schedules that meet at least the minimum instructional hours required by State Board of Education administrative rules.
4. Service on building or District committees is voluntary. However, this does not apply to staffing or IEP meetings.

C. Class Size, Course Preps, and Case Management Recommendations

1. The parties to this agreement recognize the class size recommendations listed, by grade level, below. Educators and their Association representatives shall meet with the building level administrator to address any excessive class sizes or student distribution inequities on a regular on-going basis. Before escalating concerns to the Superintendent’s office, class size and case management will be discussed during building labor management meetings. The Association may provide input on the master schedule and the student demographics in classrooms. Building administration will have the final decision on student and staff placements.

Core Class Size Recommendations -

Grade Level	Class Size Cap
Pre-K	10 students (hard cap size)
K-3rd (including specials)	24 students
4-5th (including specials)	26 students
6-8th	30 students
9-12th (all required courses)	32 students
6-8th CTE/Electives/Health (unless safety requirements are lower)	32 students
9-12th CTE/ Electives (unless safety requirements are lower)	32 students
6-8th Physical Education	40 students
9-12th Physical Education	40 students
6-12th Band or Choir	35 (unless teacher requested exemption)
Elementary SEL/ EGC and All Levels Life Skills	15 students (hard cap size limit, additions require additional staff)
Secondary SEL/ SPED	20 students (hard cap size limit, additions require additional staff)

Case Management Thresholds -

The class management procedures shall be initiated at the following class management numbers:

Management Type	Student Cap
Special Education	35 students
Specialized Education: Life Skills & EGC Programs	15 students
SLPs	55 students (case management & service cap)
Title teachers	100 students
Counselors, Mental Health, Social Workers/ 504 caseload	300 students/ 45 students
Deans of Student Success	300 students
Nurses	300 students

- A biannual report on class size shall be provided to the Board and to the Association President (October & February) that includes the actual student-to-teacher class sizes ratios, and the case management of specialists. However, the School Board may determine that the class size recommendations cannot be met within a particular situation because of educational needs beyond the control of the School Board, such as lack of appropriate facilities, or inadequate resources. In this case, the following options shall be instituted to support students. These supports shall be mutually agreed upon between the employee and their supervisor. This agreement shall be documented and reported to the Superintendent & the Association to ensure compliance.

	Solutions for Class Size/ Case Management Overages (Bullet points may be used more than once)
<p>General Education Elementary/ Self-Contained Secondary</p> <p>Per Student overages:</p> <ul style="list-style-type: none"> Over cap 1-3 student(s) = 1 bullet point Over cap 4+ students = 2 bullet points 	<ul style="list-style-type: none"> Additional prioritized ESP support (beyond standard assignment, required if more than 5 additional student) One additional grading day per quarter An additional thirty (30) minutes of prep time within the student contact day An additional sixty (60) minutes of prep time on a Wednesday ½ day per month. Four (4) hours of comp time accrued per month A solution mutually agreed upon between the employee, the District, and the Association.
<p>General Education Secondary</p> <p>Per Period overages:</p> <ul style="list-style-type: none"> Over cap 1-3 period(s) = 1 bullet point Over cap 4+ period(s) = 2 bullet points 	<ul style="list-style-type: none"> A team teacher or ESP support for the period(s) that exceed the cap. One additional grading day per quarter An additional sixty (60) minutes of additional prep time on a Wednesday ½ day per month. One (1) hour of comp time accrued per month per period that exceeds the cap. Four (4) hours of comp time accrued per month A solution mutually agreed upon between the employee, the District, and

	the Association.
<p>Special Education/ SLP Case Management</p> <p>Per Student overages:</p> <ul style="list-style-type: none"> ● 1-5 student(2) over the cap = 1 bullet ● 6-10 students over the cap = 2 bullets ● 11-15 students over the cap = 3 bullets ● 16+ students = hard cap, not to exceed 15 students (Does not apply to Case Management only roles) 	<ul style="list-style-type: none"> ● Doubled case management time ● One-half (0.5) additional paperwork day per month, ● \$1,500 paperwork stipend ● A solution mutually agreed upon between the employee, the District, and the Association.
Other Specialist Case Management (Counselors, Nurses, TOSA, Elementary Specialists etc.)	<ul style="list-style-type: none"> ● Additional (beyond standard) ESP/ Secretarial support, SLPA, BSP. ● One case management day per month. ● A solution mutually agreed upon between the employee, the District, and the Association.

3. Building administration has five (5) working days to provide additional support. If a licensed employee(s) is unsatisfied with the response or actions an appeal may be made to the Superintendent. The Superintendent will provide the licensed employee with a written response to the appeal within ten (10) working days. If the licensed employee(s) is unsatisfied with the Superintendent’s response to the appeal, the matter may be presented to the School Board by the licensed employee(s) and the Association President. After hearing the appeal, the School Board will provide a written response within ten (10) working days. The licensed employee(s) may have Association representation at any level of this procedure.

D. Preparation Time

1. All full-time teachers shall receive a minimum of 300 minutes of uninterrupted prep time per normal work week (5 full work days in a week), and prep time shall be prorated in non-normal work weeks (less than 5 full word days in week) which includes a minimum of 30 minutes per day. Prep time will be assigned in blocks of no less than 30 minutes per day. Prep time shall only be considered uninterrupted if it is clearly scheduled and identified as prep time, the teacher has no duties or expectations to monitor/ transport/ pick up students, and attend meetings or be available to meet with others.
 - a. Elementary:
 - i. A Minimum of 150 minutes of the allocated 300 minutes of weekly prep time shall occur within the student contract day in all elementary schools, including secondary school levels where members teach in self-contained classrooms. This will include a prep period at least each school day each week.
 - ii. In addition, all full time elementary teachers and self-contained secondary teachers shall receive 120 minutes of uninterrupted prep time per month on one or two early release days.
 - b. Secondary:
 - i. All secondary teachers with multiple periods will receive 1 full prep period daily

on regular school days. The totality of these prep periods will meet the minimum expectation of 240 of the 300 minutes per normal week.

c. **Special Education Educators:**

- i. All special education educators who are expected to case manage and complete IEP paperwork in addition to their teaching duties, shall receive one extra prep period within the schedule (secondary) / double the weekly prep allowance in the building (elementary).
- ii. In instances where this time cannot be scheduled, these educators shall receive four additional paperwork days.
- iii. As noted in Article 29, Case managers and SLP's will receive 10 paperwork days and a \$3,000 stipend (annually in June, prorated accordingly if employee resigns prior to year's end) which is intended to compensate for additional responsibilities and time spent beyond the normal workday.

2. Bargaining unit members will not be assigned supervision duties for more than 30 minutes per normal week. Teachers may request to have their supervision time bundled into portions not to exceed a total of 1080 minutes. Supervising students in transition between activities (e.g. passing time; to and from cafeteria, recess assemblies, buses, etc.) shall not be included in the 30 minute limit nor shall it be considered instructional time under section B above.

3. Required meeting times for bargaining unit members shall not exceed ninety (90) minutes per week, not including IEP meetings. Required meeting times may not require attendance of all licensed staff.

4. **Counselors, Itinerant Teachers, Special Education Teachers, Title I Teachers, Media Specialists**

Counselors, itinerant teachers, special education teachers, Title I teachers and media specialists will receive the same total number of preparation minutes as other bargaining unit members designated in sections D.1. It is agreed that counselors, itinerant teachers, special education teachers, Title I teachers and media specialists can better serve students if their preparation time remains flexible and is self-assigned with the approval of their immediate supervisor.

5. **Part Time Employees**

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

E. **Preparation Time Compensation**

1. **Bargaining Unit Members**

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

2. **District Compensation**

Compensation time accrued by bargaining unit members may be taken in the following manner: (1) one-half or full day blocks of released time when a substitute is necessary; or (2) fifteen (15) minute increments when either another bargaining unit member within the building substitutes or no substitute is necessary or (3) the teacher will be compensated at District's Curriculum rate of pay

as set in Article 5.F per hour for time accrued if compensation time is not taken. Such monetary compensation will be paid by June 30 of each year.

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

F. **Extra Class Compensation**

Bargaining unit members who agree to teach or perform their assigned duties beyond the standard instructional time for their assignment will be compensated at the employee's daily rate divided by eight (8).

G. **Specialist Substitutes**

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

Article 7 – Transportation Reimbursement

- A. Teachers required by the District, in the course of their work, to drive personal automobiles for any school-related business shall receive a car allowance, adjusted on July 1 to the current I.R.S. rate for travel subsequent to July 1.
- B. If the automobile of a bargaining unit member is vandalized while on District property and the member is partially reimbursed as the result of an insurance claim paid by his/her own insurance company, then the District will pay the deductible, if any, up to \$250 per incident, but not to exceed \$2,500 per year. The bargaining unit member must provide proof of an insurance claim, deductible amount and proof of repair in order for the member to receive \$250.

Article 8 – Strikes and Lockouts

- A. Neither the Association, its officers or agents, nor any of the employees covered by this Agreement will engage in strikes, slowdowns, mass absenteeism, the willful absence from one's position, or the stoppage of work during the term of this Agreement.
- B. There will be no lockout of employees in the unit by the District as a consequence of any dispute arising during the period of this Agreement.

Article 9 – District Rights

- A. The District shall retain the right to operate and manage the school system including, but not limited to: directing the activities of the school; setting school programs, classes and schedules; determining the levels of service and methods of operations; hiring, laying off, transferring, promoting; disciplining or discharging for cause; determining work schedules and assigning work; and any other such rights except as modified by this Agreement.

- B. The District reserves the specific management right to reduce staff due to economic or enrollment factors. When such reductions become necessary, the District shall determine which program areas shall be affected.

Article 10 – Vacancies – Transfers – Assignments

A. Position Transfer Procedure Steps:

1. Teacher Preferences

The District reserves the right to assign teaching positions to employees. Each building will, to the best of its ability, give teaching staff the opportunity to request in-building assignments prior to assignment decisions being made. Human Resources will notify all employees of the opportunity, giving the staff at least five (5) days to respond. For positions that must be filled within 30 days, the employer does not have to follow the 5 day notification requirement; however, the District will make every effort to notify staff with as much time as possible. When an employee's in-building assignment is changed without them being party to the change, they will be informed in writing of the reason(s) for the change upon request.

2. Employee Requested Transfers

Requests by a bargaining unit member to transfer to a different building shall be made in writing to the District Human Resources' office. This information will be kept confidential until such time there is a position available that fits the requested position and school. The application shall set forth the reasons for transfer, the school, the grade or position sought, and the applicant's qualifications. To the extent possible, the employee requests for transfer will be considered when positions are being assigned.

3. District Initiated Transfers

The District reserves the right to assign positions to employees. When the District needs to transfer an employee to another building Human Resources will notify all eligible employees giving the staff at least five (5) days to respond. For positions that must be filled within 30 days, the employer does not have to follow the five (5) day notification requirement; however, the District will make every effort to notify staff with as much time as possible. When the District initiates the transfer of an employee to a different building, a meeting will be held between a District representative and the affected employee. The intent of this meeting is to provide notice of the decision to make the transfer. Prior to the notice of the transfer, the District will look at the employee's in-District placement file to note any information or preferences the employee has listed in this file. When employees are transferred involuntarily, the member will be informed in writing of the reason(s) for the change.

B. Notification of Vacancies

All unfilled vacated positions due to permanent employee actions (i.e., retirement or resignation) or new unfilled positions shall be posted. Employees interested in a posted position must complete the in-District application requirements.

C. Interviews

Interviews shall be granted to all bargaining unit members applying for openings. All applicants will be notified as soon as the position has been filled.

D. Notice of Assignment

Employees will be notified of tentative teaching and extra-duty assignments for the following teaching year prior to the end of the present school year. It is understood that there may need to be changes made during the summer. If a member is asked to change rooms, schools or assignment, after August 15th of any upcoming school year, then the member will receive additional compensation or additional release days as provided in the following sliding scale as approved by the building Principal. If there is a disagreement between the Principal and Association member then the Superintendent shall determine the days allowed.

Change of Assignment:	Mutual agreement of Teacher and Principal
Change of Room:	1-2 days
Change of Building:	2 or more days (at any date)

Article 11 – Evaluation

A. The purpose of the evaluation is to allow the teacher and the District to determine the teacher’s development and growth in the teaching profession and to evaluate the performance of the teaching responsibilities. The evaluation process is outlined in the District’s evaluation manual that is created and modified within the District/ Association evaluation committee in accordance with the school board policy This shall include expectations of educator performance and potential evidence to be used in the evaluation process. Administration shall engage in regular training to enhance consistency, and Administration and Association representatives shall engage in joint training if the document is updated, and all bargaining unit members will be trained on the changes.

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

The District will not seek out student opinions, use student standardized test assessments, and/or grades for the sole purpose of evaluating a teacher. No data gathering for evaluations will be done through eavesdropping. Observations for evaluation purposes shall be done in person.

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

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

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

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

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

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

1. An explanation of adaptations and improvements necessary to meet the changing demands of the Oregon Educational Act for the 21st Century (ORS chapter 329), if applicable;
2. Specific deficiencies in the teacher’s conduct or performance with pertinent documentation and/or rationale;
3. Corrective steps that the teacher may pursue to overcome or correct the deficiencies;
4. Assessment techniques by which the District will measure and determine whether the teacher has sufficiently corrected the deficiencies to meet District standards;

5. The District must list the types of assistance to be provided to the teacher in accordance with the program, the teacher may request any type of assistance within reason to be added to this list subject to district approval.
- I. When a written program of assistance for improvement is completed, the District shall notify the bargaining unit member in writing of satisfactory or unsatisfactory completion. Satisfactory completion of a program of assistance for improvement does not guarantee renewal. The District shall to the best of its ability support Year 2 and 3 probationary employees through Directed Goals, prior to being non-renewed for evaluation concerns.
 - J. Bargaining unit members may have Association representation in a year-end evaluation conference if the unit member has reason to believe that the conference will indicate inadequacies in performance and/or may lead to directed goals or a program of assistance for improvement. Bargaining unit members may have Association representation in all directed goals or program of assistance for improvement conferences.

Article 12 – Complaint Procedure

- A. When a complaint regarding the performance of an employee is made to an administrator and the District chooses to initiate a formal investigation of the complaint, the substance of the complaint shall be discussed with the employee within ten (10) working days. The employee has the right to LEA, OEA or personal attorney representation at all discussion with the administrator.
- B. If the District, employee, or the Association is unavailable, the ten (10) working days shall begin upon the availability of both parties. The only exception to this timeline is if the conduct giving rise to the complaint reoccurs, in which case the supervisor may discuss both the initial and the subsequent complaint (s) within 10 working days of the subsequent(s) complaint.
- C. At least 24 hours prior to the initial meeting to discuss the complaint, the employee will be notified of the specific topics of the complaint. During the discussion of the complaint, the employee will be presented with the written complaint or documentation, signed by the administrator or complainant. The complaint shall include the name of the person(s) making the complaint and all other available information, including the nature of the complaint and the requested remedy, if any. If the name of the person(s) making the complaint is not included, the complaint does not constitute just cause.
- D. Any complaint which the administration chooses not to discuss with the employee or which is not discussed within the required time shall not be considered in the employee's evaluation and shall not be used against the employee in any subsequent action by the District.
- E. This Article shall not apply to allegation of sexual harassment, criminal behavior, child abuse, or report and/or investigation of criminal behavior by an outside authority. The employer might not follow specific stipulations of this article if that particular stipulation would constitute a violation of law.

Article 13 – Sick Leave and Family Death Benefits

A. Teachers may utilize sick leave for an absence from duty due to personal illness or injury or for medical/dental appointments. Accumulated sick leave may also be used for parental leave or for family medical leave pursuant to statute as per Section A, Subsection 4, below, or for any other reason set forth in ORS 653.616.

1. All teachers shall be granted ten (10) days sick leave during each school year pursuant to ORS 332.507. For teachers hired for less than a full year, sick leave will be prorated at one (1) day per contracted month. Such sick leave shall be credited to said teachers on the first day of active teaching service. Teachers who are on extended contracts up through two (2) weeks shall receive one-half ($\frac{1}{2}$) day sick leave, beyond that he/she shall receive one (1) full day.
2. The accumulation of unused sick leave days shall be unlimited.
3. For an extended illness of five (5) consecutive days or more, a physician's written verification of illness must be filed with the Director of Human Resources.
4. The parties agree that this Section constitutes a substantially equivalent sick time policy for purposes of ORS 653.611.

B. Bereavement

All employees who are assigned on a regular basis during the school year shall be eligible for five (5) days' leave per occurrence due to mental anguish caused by the death of a husband, wife, son, daughter, mother, father, sister, brother, grandparents, grandchildren, uncle, aunt, nephew, niece, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, domestic partner, domestic partner's mother, domestic partner's father, domestic partner's children, stepfather, stepmother, stepbrother, stepsister, stepson, stepdaughter or a member of the family living in the household to enable the employees to be near members of the immediate family during such emergency. A pregnant employee who suffers a pregnancy loss shall be eligible for bereavement leave.

All paid bereavement leave in this section shall run concurrently with the bereavement leave provisions under OFLA. In addition to these benefits, the District shall comply with OFLA for further unpaid days of bereavement leave beyond those provided as paid days in this section.

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

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

C. Extensions

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

D. Notification of Accumulated Sick Leave

Each employee shall be given a written account of his/her use and accumulation of sick leave in the monthly payroll information.

E. Transfer of Sick Leave

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

F. Workers' Compensation

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

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

G. Paid Leave Oregon

When an employee qualifies for Paid Leave Oregon benefits the employee may elect to use any other accrued leave they have in addition to any benefits received under Paid Leave Oregon. The employee is entitled to determine the order in which accrued leave is to be used when more than one type of accrued leave is available, following state and federal law.

H. Loss of Time Due to Violence or Threat

An employee absent from work as the result of workplace violence or threat while acting in their capacity as an employee for the District, shall work through the District's process in order to receive up to five (5) days of paid leave, per instance, not to be charged to any employee's accrued leave. An employee may request additional days through the Human Resources office.

I. Leave and Protections for Victims of Certain Crimes

An Employee who experiences domestic violence, criminal harassment, sexual assault to or stalking of the Employee, the employee's spouse or domestic partner, or the Employee's minor child, ward, or dependent shall receive paid time and unpaid time pursuant to ORS 659A.270 to 659A.290.

J. Absence Due to Classroom or School Closure

If the district closes a classroom or school as a result of direction from public health officials to implement mandatory testing, quarantine, or isolation to prevent the spread of the communicable disease, a licensed employee's absence from work shall not be charged against the employee's accumulated sick leave.

Article 14 – Other Paid Leaves of Absence

A. Personal Leave

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

1. The immediate supervisor shall have the authority to control the number of teachers in excess of ten percent (10%) of the teachers per site (rounded to the nearest whole number) or one (1) teacher to be granted leave for any one day per site, whichever is greater.
2. This leave must be taken in no less than 15-minute increments of time.
3. Such leaves must be verified in writing and scheduled in advance through the immediate supervisor unless an emergency is such that advanced scheduling is not practical.
4. Unused Personal Leave will be paid out to the employee at the conclusion of the year at the rate of \$200 for a full day.

B. Inclement Weather

When schools are closed for natural disasters (e.g., fire, flood, snow, storms) and students are not required to attend, staff members will not be required to report and will not suffer a loss in pay. If an employee does not fulfill their contract year commitment, inclement weather days not worked will be deducted from their final paycheck. However, the District reserves the right to make up all days lost with no additional pay to the employee.

C. Legal

Paid leave, as necessary for appearances in legal proceedings for jury duty or where the teacher is subpoenaed, shall be granted. An exception shall be made in cases of subpoena, other than by the District, as a witness in Association hearings or Association legal proceedings. In such cases, the teachers shall not receive District pay for time lost.

Article 15 – Unpaid Leaves of Absence

A. Long-Term Leave

Other leaves of absence without pay may be granted for good reason as determined by the Board. Long-term leaves of over ninety (90) school days may be granted by the Board.

1. The duration of a leave request up to one year shall be discretionary subject to approval of the Board. The teacher will consult with the administration concerning dates such leave will commence and date of return so as to cause as little disruption to the ongoing program for the students as possible. Upon return from such leave, the teacher shall be placed at the same position on the salary schedule which he/she held at the time said leave commenced unless the teacher has completed 135 contract days of the current school year, in which case she/he would advance on the salary schedule.
2. Maternity leave may be treated as a non-paid leave of absence or a personal illness upon verification from a physician. The teacher may return from maternity leave upon presentation to the Superintendent of a release from her physician.
3. Benefits to which a teacher was entitled at the time his/her leave of absence commenced, including seniority, unused accumulated sick leave and position on the salary schedule shall be restored to him/her upon his/her return.
4. All leaves, extensions of leaves, or renewals of leaves shall be applied for and granted in writing.
5. To be guaranteed a position in the District at the expiration of the leave, the teachers must notify the District by March 1st of their intention to return and accept or reject the contract offered at that time. In cases where a leave begins by March 1, the teacher's notification of intention to return shall be made by May 1.

B. Short-Term Leave

Short-term leave from one (1) to ninety (90) school days may be granted by prior approval of the Superintendent or designee.

Article 16 – Professional Development and Educations Improvement

- A. The administration will consider staff requests in arranging in-service courses, workshops, conferences, school or class visitations and programs designed to improve the quality of instruction by conducting a survey of certified employees each Spring. The survey will be developed and reviewed in Labor Management.
- B. When a teacher is directed by the administration to attend workshops, conferences, or courses for the purpose of training or retraining for licensure (position changes required by the District) tuition and District per diem (lodging, meals, and mileage), approved in advance, shall be incurred by the District.
- C. If necessary, the District may provide release time for the teacher to take part in the training. Whenever feasible, the District will provide required training.
- D. Employees may request reimbursement for tuition or workshop expenses or testing for TSPC licensure, endorsements, or other qualification-related expenses which are job related. All requests must be submitted for pre-approval prior to the first day of the class or workshop and before completing assessment for licensure or endorsements. Approval of such requests shall be at the sole discretion of the District. A teacher may receive an advance on the tuition reimbursement by submitting a written request to the Superintendent or designee prior to the start of the term. Failure to complete the course or to receive a grade equivalent to a “B” or better in all graded classes or if a course is taken on a pass-fail basis, a grade of “pass” will result in an amount equal to the advance being deducted from the teacher’s next payroll check following the end of the term. The District will provide a minimum of \$40,000 annually so that bargaining unit members can attend workshops, conferences, or courses for the purpose of training or retraining.
 - 1. Tuition reimbursement will be on a first come, first served basis with a maximum of \$5,000 per employee.
 - 2. During monthly Labor Management meetings, the District will provide a report of reimbursement requests received and expenditures paid to employees. Requests for exceptions to go above the \$5,000 cap per person shall be presented to the Association president who will bring the request to District Labor Management for approval through mutual agreement with the Association and the District.

Article 17 – Maintenance of Classroom Control and Discipline

The Association and the District hold the shared belief that student behavior concerns should be addressed by striving for educational equity and meeting the needs of students through adequate materials, technology, equipment, and resources. The safety of staff and students must be prioritized.

A. Student Discipline Procedure

1. Disruptive behavior shall not be allowed to hinder the progress of a class. When a student's behavior interferes with the classroom instruction to the detriment of other students, the teacher may utilize the building's designated location, for which staffing will be the top priority, for the student in accordance with the building discipline procedure. The teacher will appropriately communicate with the staff in the designated location. The buildings will develop a communication policy that will always be accessible for emergency use and for the safety of staff and students.
2. The building discipline procedure will be created by the school-wide behavior support team, with input from all members. The building staff will be adequately trained on the basic overview of the building discipline procedure which will include processing referrals, communicating with teachers, training for staff on Positive Behavior Support strategies, restorative practices, responsibility for communication, and a response timeline, during the August in-service time.
 - a) Staff shall not face evaluatory or disciplinary reprisals for appropriately using the District or Building discipline procedures or support systems.

B. Behavior Support Systems

1. The District shall share and train staff on the behavior support system annually.
2. In order to ensure that disrupted learning is addressed through the behavior support system, the following conditions shall prompt a Tier 2/3 response:
 - a) A referral form that requests assistance is completed by the teacher, OR
 - b) Considerable referrals have been written, OR
 - c) Ongoing extreme behaviors are present.
3. Assuming one of these conditions has been met, appropriate interventions to address the concerning behavior of the student will be discussed and implemented in the building's Tier 2/3 meeting. An agreed upon timeline for on-going monitoring shall be clearly established.
 - a) Implementation plans will be communicated to the impacted staff within one (1) working day.
 - b) Due to differing needs at grade levels, the procedure will be:
 - i. Elementary- Tier 2 meetings will be held approximately every 6 weeks per grade level, classroom teacher has the right to attend Tier 3 meeting for their student. Define Tier 3 Meetings/Teacher Invited:
 1. Safety Plan Meeting
 2. OSS Re-Entry
 3. FBA/Behavior Intervention Plan Development
 4. Basic FBA/Behavior Support Plan Development

- ii. Secondary- General education teachers shall have the ability to provide input at both the Tier 2 and Tier 3 levels for their students. Input may include attending a meeting or submitting documentation via Synergy.
 - c) When a student fails to meet behavior indicators outlined in tier 3 behavior plans, despite the plans being implemented with fidelity for a specified duration, the student will escalate to the district Multi-Tiered System of Supports (MTSS) process, which will include staff input.
 - d) The District Tier 3 team will communicate any proposed changes to the student's plan with the school MTSS team.
4. After the agreed upon plan is put into place for at least 10 school days, should disruptive student behavior that impacts learning continue, the teacher may insist the student be removed from the classroom and put into an alternative setting for no more than 10 school days (or less), until a new plan is developed by the school MTSS team with support from the District Tier 3 MTSS Team.
- a) Should any timelines be exceeded without agreement, the educator may insist on student removal to alternative placement for no more than 10 school days (or less) until the process has been followed.

C. Harassing or Threatening Student Behavior

1. In the event a staff member is harassed, seriously threatened, or physically harmed by a student, the staff is to report to the administrator as soon as possible so that action may be taken to promptly implement the appropriate team-based threat assessment protocol with input from the impacted staff. Should the student remain in the classroom environment, if the student's behavior is continued or serious, the student will be immediately removed from class while the safety planning process is completed. The administrator will share the resulting safety plan with impacted staff members.
2. The district will share room clear data with the Association. In situations where room clears may emotionally impact students, administration will attempt to inform relevant staff in a timely manner.
3. The District will attempt to obtain information concerning students who have been adjudicated by the criminal law system. This information will be communicated, in accordance with the law. The District shall alert staff member(s) of credible threats of violence or harm, or whose name(s) appear on a targeted list threatening violence or harm to the employee promptly per District policy.
 - a) When the District becomes aware of a student's behavioral needs, it will communicate relevant information about students with intensive behavioral needs in a reasonably timely manner to any employee providing services to the student.
 - b) Any employee the district deems responsible for de-escalating students at risk for aggressive behavior will be scheduled for de-escalation and state-required evasion, deflection, and/or restraint training at the next available training date.

D. Disciplinary Action Pertaining to IEPs/504s

Notwithstanding this Article, disciplinary actions regarding students with an IEP or 504 will be handled according to state and federal law, as per guidelines from their IEP, and pursuant to their Behavior Support Plan/ Safety Plan.

E. Authority of Superintendent

The Superintendent or designee will have the final authority to resolve any grievance under this article.

Article 18 – Academic Freedom

- A. Teachers shall enjoy reasonable freedom to teach, with the expressed goal of teaching to seek the truth and facts in the most objective manner possible provided the material to be covered or taught directly relates to the District-approved course of study.

However, in order for student(s) to develop skills and abilities in critical thinking and dealing with significant controversial issues, the Board holds that an opportunity to study about and discuss all sides of an issue in an atmosphere free from compulsion or emotion and to arrive at and express an opinion that may be different from other members of the class and that of the teacher shall be provided.

When classroom activities or guest speakers on controversial issues are planned, the material to be covered must directly relate to the District-approved course of study and said plans will be reviewed with the building principal in advance.

- B. There shall be no disciplinary action taken against a teacher as a result of exercising rights and responsibilities of this Article, provided District guidelines have been followed.

Article 19 – Personnel Files

- A. The official file on all teachers is confidential and shall be kept in the District Personnel Office. A District working file may also be retained by the District. Any documentation of incidents that the teacher is not made aware of within ten (10) working days of first knowledge of the supposed incident will not be considered in future action by the District.
- B. The official personnel file of all teachers is subject to the following provisions:
1. A teacher may attach a rebuttal to materials or add relevant materials of his/her choosing.
 2. Teachers may desire to review their file from time to time. A twenty-four (24) hour notice will be given to the District so that arrangements can be made to view the personnel file.
 3. Teachers shall have the right after three (3) years to ask that a document be removed from their file. The request shall be made in writing to their immediate supervisor who shall make a recommendation to the Superintendent. The Superintendent shall review the request and recommendation and make a final decision based on current applicable law.
 4. The personnel records of any employee in the bargaining unit shall not have any information of a critical nature that does not bear the employee's signature or initials indicating that the employee has been shown the material, or a statement by a supervisor and witness that the employee has been shown the material and has refused to sign or initial such material.
- C. The working file of all teachers is subject to the following provision:
1. Worksite administrators shall ensure the confidentiality of their working files and restrict access on a need to know basis.

Article 20 – Dues and Payroll Deductions

- A. Teachers may sign and deliver personally or through the Association to the Director of Financial Services an assignment authorizing deductions of membership dues in the United Teaching Profession (i.e., local, OEA-NEA). Such authorization shall continue in effect from year to year, unless revoked by writing a letter to the Director of Financial Services prior to September 1 of each year. Pursuant to such authorization, the District shall deduct one-tenth (1/10th) of such dues *beginning with* the September check of each year. Deductions for teachers who join the Association after the beginning of the school year shall be prorated so that payments will be completed in June. All LEA, OEA, and NEA dues shall be remitted, along with an Excel-compatible (or equivalent software program) register, to LEA within five business days of the pay period in which they were deducted.
- B. Upon appropriate written request from the teacher, the District shall deduct any of the following from the salary of any teacher and make appropriate remittance for these deductions approved by the Board:
- Insurance programs
 - Tax-deferred annuities as per District procedure
 - Credit union
 - United Way
 - OEA Foundation
 - OEA-PAC

These payments shall be made within five (5) working days after issuance of payroll or receipt of bill.

Article 21 – Fair Share Agreement

Based on the 2018 Janus v. AFSCME Supreme Court decision, this article is no longer applicable to bargaining unit members.

Article 22 – Insurance Program

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

2025-2026: The District shall continue to contribute up to \$1,565 per month towards the employee's insurance premium

2026-2027: The District shall continue to contribute up to \$1,615 per month towards the employee's insurance premium

Employees who can provide evidence of other group medical insurance plan participation, may elect to opt-out of District offered medical insurance plans and receive 50% of the unused contribution cap into HRA or a HRA-VEBA plan that allows access prior to retirement/separation from the District.

B. Part-Time Employees

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

C. COBRA Benefits

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

D. Maintenance of Benefits

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

E. Enrollment and Insurance Information

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

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

G. **Paid Family Medical Leave Insurance (PFMLI)**

The District will pay the employer's contribution and will deduct the employee's contribution from each employee's paycheck under the PFMLI in amounts prescribed by the Oregon Employment Department. The District's coverage will match the state coverage under an equivalent plan. Such leave will be taken concurrently with any qualifying leave under OFLA/FMLA.

Article 23 – Association Rights

A. Information

Upon request, the Board agrees to furnish to the Association that information as required by law necessary for its functioning as exclusive bargaining representative. This will include an editable digital document that consists of the contact information for each current certified employee, including their name, date of hire, job title, work location, FTE, position on the salary schedule, personal phone number, home email address, and personal mailing address every four months to the Association or OEA. For new hires, the District shall provide the aforementioned employee information within 10 days of hire.

B. Use of School Buildings

School facilities may be used for Association activities free of charge at reasonable times during non-duty hours provided that such meetings shall not interfere with the normal school operations or special meetings and classes and providing that prior discussion occurs with the principal to arrange an agreed upon space.

C. Use of School Equipment and District Courier

The Association shall have the right to use the District courier, school facilities and equipment, such as computers, telephones, copiers, typewriters, duplicating equipment, calculating machines, and audiovisual equipment at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable costs of all materials and supplies incidental to such use and for repairs necessitated as a result thereof.

The District's email system is solely the property of the District. When using the District's email system the Association agrees to follow all District policies, administrative regulations, and state and federal laws regarding its use. The Association will not use the District's email system to lobby, solicit, recruit, persuade for or against any political candidate, ballot measure, legislative bill or law. The Association may use District email to communicate with members on bargaining, contract maintenance, employment relations, and other Association business.

The Association and its members understand that use of the District's email system may be monitored at any time and for any reason.

D. School Board & District Leadership Information and Interactions

1. Providing Information

The District shall provide the Association with an advance Board agenda and approved Board minutes and a copy of the Board packet (exclusive of confidential information) within one (1) working day after they are sent or given to Board members.

The District will provide the Association president with proposed new Board policies or proposed revisions of Board policies. The proposals will be dated.

2. Communication and Interaction

The District shall not interfere with the right of the Association to communicate directly with the school board.

The Association shall be provided a standing invitation to present issues at each school board meeting with prior notice to the school board secretary.

3. **Labor Management**

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

The Superintendent and Director of Human Resources will meet with the Association President and four (4) association members monthly for a district-level labor management meeting. Employee concerns regarding contractual issues that were unable to be resolved at the building level will be addressed. The meetings will also serve the purpose of discussing and resolving non-grievance issues or problems of mutual concern.

Either party may suggest an item or items for the agenda. The parties may invite additional individuals to these input meetings as necessary.

E. **Association Leave**

The District shall provide up to ten (10) days for each school year, to be shared among representatives, for any association leave, to perform union duties without a loss in pay benefits, leave accrual, or seniority. These duties may include participation in new member orientations, grievances, and bargaining activities with the District. Beyond the 10 days, the Association shall reimburse the District for any other accrued Association leave, at the cost of the substitute teacher wages.

Time spent in investigation meetings or labor management shall be covered by professional leave and not be counted toward the 10 days, as described above.

Furthermore, the District agrees to release the Lebanon Education Association president annually for not less than one-quarter nor more than one-half of the president's regular District assignment. The determination of the amount of the release time between one-quarter and one-half of the President's regular District assignment shall be by mutual agreement between the Association and the District. The District agrees to pay for ½ of the association President's release time. The Association agrees to pay for ½ of the association President's release time. The Association President's release time will be calculated using her/his total salary and benefits, and the amount of release time based on a percentage of an average 40-hour work week. If the district schedules pertinent meetings that the association president must attend to fulfill her/his duties as president and representative of the certified membership, the district will pay for the substitute and associated costs. If the association president schedules actions pertinent to fulfilling her/his duties as association president, the association will pay for the substitute and associated costs.

F. **Announcements**

The Association, with notice to the building administrator, may arrange to make brief announcements at faculty meetings or directly afterwards.

G. In-service Communications

Upon request of the Association, prior to August 1 of any year, the District shall schedule time during the pre-school year in-service with representatives of the Association and administration for an open question-and-answer period regarding this Agreement.

Additionally, the Association shall have the right to address all members for up to 30 minutes on the first day of certified in-service during paid contractual time.

H. Access to Members

1. The Association and OEA employees are the designated representatives for the purpose of access and representation of bargaining unit members. Association representatives have the right to meet with current employees during work hours to address grievances, complaints, employee discipline, and employee relations.
2. The District shall set aside at least 16 hours of paid orientation time for new certified employees at the beginning of the year. The Association has the right to access up to 120 minutes of paid new employee District orientation time to meet with employees. Each month, the District shall set aside paid time for employees who are hired after the new teacher orientation day to meet with an Association leader for up to 60 minutes during Wednesday early release time.
3. The District shall work in collaboration with the Association to plan and implement the new member orientation and mentorship program

Article 24 – Post Retirement Employment

A. Rehiring Following PERS Retirement

The District has the option of rehiring retired teachers. If this rehiring occurs, the following procedures will apply.

1. Completing the Retirement Year

To complete the retirement year, the teacher will be rehired as a "Temporary/Retiree" teacher in the teacher bargaining unit at his/her regular exit salary. A teacher who qualifies will receive the benefit package provided under Article 22.

2. Rehiring in Subsequent Years

Upon rehiring in subsequent years, the teacher will be rehired as an "Active/Retiree" teacher, remaining a member of the teacher bargaining unit, but the provisions of Article 25 (Layoff/Recall) shall not apply.

- Seniority Date will be changed to reflect rehire date.
- Article 25 (Layoff/Recall) shall not apply, as an "Active/Retiree" may experience layoff in lieu of a less senior staff member, not in retirement status.

The District and retiree shall come to a mutual agreement on the number of years the employee intends to continue as an employee. Both parties may agree to extend the employment by mutual agreement. Teachers post-retirement will be placed on their exit step and column on the salary schedule and receive any additional benefits.

Teachers post-retirement will be placed on their exit step and column on the salary schedule and receive any additional benefits.

Article 25 – Layoff/Recall

- A. The District shall determine when layoffs are necessary and which programs shall be affected. Layoff means:
1. The elimination or reduction to part-time of a full-time bargaining unit member;
 2. The elimination of a part-time bargaining unit member; or
 3. The reduction of bargaining unit member that is greater than .5 FTE to below .5 FTE.
 4. If a reduction does not eliminate or reduce the FTE of a bargaining unit member then this position reduction (i.e., attrition) shall be communicated in writing to the Association President.
- B. **Notifications**
1. The administration will notify the Association in writing at least seven (7) days prior to formally recommending to the Board of Directors that layoffs take place.
 2. The administration shall review with the Association the process of determining which individuals will be affected by the reduction.
 3. Any teacher who is to be laid off will be so notified in writing, with a copy to the Association, as soon as practical but in no case less than thirty (30) days prior to the effective date of the layoff. Such notice will state the effective date and the reason for the layoff.
- C. In conducting a layoff under this Article, the District will first determine the program(s) or area(s) scheduled for reduction or elimination.
1. After such determination, the District will make every reasonable effort to transfer teachers in such program(s) or area(s) to other vacant positions for which they are licensed and qualified.
 2. The District will make every reasonable effort to combine positions in a manner which allows teachers to remain qualified as long as the combined positions meet the curriculum needs of the District.
 3. The District will retain the most senior teachers with the proper licensure to fill the remaining position(s). This is subject to the requirements of ORS 342.934 relating to the requirement to retain qualified teachers with cultural or linguistic expertise with less seniority than a more senior teacher without cultural or linguistic expertise.
- D. If the District, in addition to complying with the provisions of this Article, elects to consider competence, as a layoff/recall factor the District will comply with ORS 342.934(8) and ORS 342.934(9). For the purpose of administering the term, competence, the parties define the word, recent, and the term grade level, as follows:

Recent: within the past seven (7) years

Grade Level:

Each of the following grade level clusters shall be considered a grade level.

K-6

4-8

9-12

The District may consider a teachers willingness to undergo additional training or to pursue additional education in deciding upon questions of competence.

- E. Nothing in this Article shall be construed so as to interfere with the Board's right to dismiss or non-extend a contract teacher pursuant to the provisions of the Accountability for Schools for the 21st Century Law or to dismiss or non-renew a probationary teacher pursuant to the Accountability For Schools For The 21st Century Law.
- F. Only those licenses and endorsements dated prior to the Board's decision to layoff and recall shall be deemed valid.
- G. Seniority shall be defined as the employee's total unbroken time since the first day of actual service with the District. Ties shall be broken by drawing lots. For the purpose of this Article, District-approved paid and unpaid leaves, and the time on the recall list, shall not be considered a break in seniority. Extra-duty and extended contracts shall not be included in the seniority calculation.
- H. A laid-off teacher shall be allowed to continue under the District insurance program, pursuant to the rules of the carrier, for up to eighteen (18) months provided that the District shall be reimbursed in advance on a month-by-month basis for the cost of the premiums.

I. **Recall**

1. The teacher shall provide in writing to the District Human Resources' Office his/her current address or any change in address during the period of layoff.
2. If, within twenty-seven (27) months of layoff, vacancies occur within the District for which laid-off teachers qualify, such employees shall be recalled on the basis of reverse order of the layoff subject to license.
3. In the event of a recall, the District shall notify a teacher who has expressed a desire to return to the District of the recall by certified mail (Return Receipt Requested) sent to the last current address given in writing by the teacher to the District Human Resources' Office.

Teachers will have seven (7) calendar days from receipt of such notice to notify the District in writing of his/her intent to return within up to thirty (30) calendar days of the date of such notice. If the individual is employed elsewhere and the employing district requires sixty (60) days' notice of termination, sixty (60) days will be allowed for the employee to return to work. Failure of the teacher to so respond within the time herein specified shall terminate such teacher's right to recall and will be considered a voluntary resignation. If, due to extenuating circumstances, no recall notice was received, then the teacher will be considered terminated without prejudice.

4. All laid-off teachers shall be placed on the District recall list. An employee has the right to refuse a recall to a position of less FTE than the one he/she was laid off from, and still retain recall rights. If an employee accepts recall to a position with less FTE than when laid off, he/she shall remain on the recall list until the twenty-seven (27) month period expires or he/she returns to the FTE he/she was laid off from.
5. No one outside the bargaining unit shall be hired until the recall procedures are exhausted except when no one on the recall list has the necessary license for the vacant position.
6. Any probationary teacher who has been dismissed or not renewed pursuant to ORS 342.835, for reasons other than lack of funds or reduced enrollment, shall not be subject to the provisions of this Article.

Article 26 – Nondiscrimination

- A. The Board and the Association agree that per state, local and federal law any employee covered by the Agreement shall not be harassed or discriminated against because of, but not limited to an individual's perceived or actual, age, race, color, mental or physical disability, religion, sex, gender identity, national or ethnic origin, marital status, sexual orientation, pregnancy, familial status, economic status, veteran's status, domicile, or membership or non-membership in the Association, (or because of the perceived or actual status of any other persons with whom the individual associates).
- B. Race also includes physical characteristics that are historically associated with race, including but not limited to natural hair, hair texture, hair type, and protective hairstyles as defined by ORS 659A.001 (as amended by House Bill 2935 (2021)).
- C. "Sexual orientation" means an individual's actual or perceived heterosexuality, homosexuality, bisexuality, or gender identification, regardless of whether the individual's gender identity, appearance, expression, or behavior differs from that traditionally associated with the individual's sex at birth.
- D. The District and Association prohibit retaliation and discrimination against an individual who has opposed any discrimination act or practice.

Article 27 – Health and Safety

1. A. **Step One**

When an employee recognizes an unsafe condition, the employee shall report it in writing to the Building Safety Committee. Employees who report a safety concern in writing will receive a copy of the report which includes a statement specifying the nature of the problem, the date of filing, the signature of the complainant, and the signature of the individual receiving the report.

The District will follow all OR-OSHA and OHA reporting requirements to employees for serious contagious disease or workplace environmental hazards. An employee shall have the right to refuse to expose themselves to immediate danger created by an unsafe working condition when such danger threatens substantial bodily injury or would be a significant health hazard.

Step Two

If the Building Safety Committee does not or is not able to remedy the situation in five (5) working days, the employee should report the condition to the Superintendent.

Step Three

If the Superintendent does not or is not able to remedy the situation in five (5) working days, the employee may report the condition to the Board at the next regularly scheduled Board meeting.

Step Four

If the condition is still not addressed to the satisfaction of the complainant within ten (10) working days, the employee may do one of the following: file a grievance at the arbitration level, report the condition to OSHA, or report the condition to BOLI.

- B. The complainant will receive a written response, including a brief description of any action taken.
- C. No employee will suffer negative evaluation or any adverse employment action or any reprisal for reporting safety concerns to the District.

2. **Heat Illness Prevention**

The Employer is committed to providing a safe and healthy work environment for all employees. The Employer shall comply with all applicable federal, state, and local health and safety regulations, including but not limited to the Oregon Bureau of Labor and Industries (BOLI) Heat Illness Prevention rules.

In accordance with BOLI's Heat Illness Prevention procedures, the Employer will implement appropriate measures to protect employees from heat-related illnesses. These measures include access to adequate shade and water, training on heat illness symptoms and prevention, and appropriate work-rest schedules during high-heat conditions. Employees are encouraged to report any health and safety concerns, including heat-related risks, to their supervisor or designated safety representative.

No employee shall be subject to retaliation for reporting unsafe conditions or exercising their rights under this article.

- 3. The District shall reimburse damage to personal property and effects as used within the scope of his/her job up to \$300.
- 4. The District will allow the Association to appoint a representative to any District or Building Safety Committee if requested.

Article 28 – Distance Learning

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

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

B. **In-District Learning Management Systems**

The District agrees to notify the Association of any proposed learning management system that would result in a change in working conditions for teachers. This does not include providing help for students on missing assignments through email communication or other similar issues that involve digital communication. The Association will be notified of the expectations and any changes in working conditions within 60 days of any changes, or sooner, if circumstances allow. The District and the Association shall, to their best effort, settle the working conditions on this issue before the start of the school year.

Article 29 – Salary Schedule

- A. Bargaining unit members will receive credit for all public school experience (minus one year of experience) outside the District for purposes of initial placement on the salary schedule. The District retains the right to grant credit for private experience or for other educational or professional experience deemed relevant by the District.
- B. Payday will be on the 25th of each month.
- C. Each teacher on annual contract shall be paid in twelve (12) “close to equal” payments.
- D. Bargaining unit members may move along the salary schedule for graduate credits, college credits, and/ or in-district credits (1 day = 0.5 credits). No limit shall be placed on the number of credits an employee may earn in a given year.
 - 1. A bargaining unit member may move columns twice per year by submitting documentation by September 15th and January 15th.

E. PERS

- 1. During the term of this Agreement, the District will participate in the public employee retirement plans as required in statute for PERS/OPSRP that are as applicable to the employees in the bargaining unit.
- 2. In addition, the District will comply with any statutory or administrative rule changes, which are enacted during the life of this agreement. Any changes in the public employee retirement plans which are enacted during the life of this Agreement by statute or administrative rule, will apply to the employees covered by those plans.
- 3. The District does not agree to provide employees any particular level or type of retirement benefit, but only to participate in the public employee’s retirement plans and make contributions as required by law.
- 4. To the extent allowed by law, retiring employees will receive credit for unused sick leave for the purpose of calculating final average salary for PERS retirement benefits.
- 5. The District will contribute the pickup of six percent (6%) of each employee’s salary as defined in statute for PERS/OPSRP for that public employee retirement plan.

F. Salary

1. Step Advancement

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

- 2. All certified employees shall have their annual salary increased as follows:
 - a. The Salary Schedule table shall be compressed as follows:
 - i. **2025-26:** Compressed to 20 Steps
 - 1. Step differential: \$1,865
 - 2. Salary schedule increase of five percent (5.0%)

- ii. **2026-27: Compressed to 18 Steps**
 - 1. Step differential: \$2,200
 - 2. Salary schedule increase of three percent (3.0%)
 - b. Retention Stipends (paid in December):
 - During an employee's 3rd full year in the district, they will receive a one-time \$750 stipend.
 - During an employee's 10th full year in the district, they will receive a one-time \$1,000 stipend.
 - During an employee's 15th full year in the district, they will receive a one-time \$1,500 stipend.
 - If an employee has been in the district for 20+ years, they will receive a one-time \$5,000 stipend upon their honorable separation from the district.
 - c. Longevity Annual Stipend (paid in December):
 - During an employee's 21st full year of service with Lebanon Community Schools, they will begin receiving an annual longevity stipend of \$1,250. This stipend will be awarded each December on an ongoing yearly basis.
- 3. The District will pay each member of the bargaining unit a base salary in accordance with the salary schedule found in Appendix C.
- 4. Nurses Step Placement
 - a. LPNs shall be placed in the BA column.
 - b. RNs shall be placed in the BA +24 column
 - c. RNs with a bachelor's degree shall be placed in the BA +75/ Masters column
 - d. RNs with a master's degree shall be placed in MA +45 column
 - e. All nurses will be expected to keep their licensure current and complete all required CEUs by their state board.
 - f. Nurses will be placed on the concurrent step to reflect their years of experience.
- 4. **National Board Certification** (paid in June, prorated accordingly if employee resigns prior to year's end)
 - a. Teachers who receive a NBPTS Certification will be paid an additional \$3,000 per year for the life of the certification provided the teachers remain employed with the District.
 - b. Speech Language Pathologists (SLPs) who receive their National Certification will be paid an additional \$3,000 per year for the life of the certification provided the SLPs remain employed with the District.
 - c. Nurses who receive their National School Nurses Certification and counselors who receive their National School Counselors Certification will be paid an additional \$3,000 per year for the life of the certification provided the Nurse or Counselor remains employed with the District. Nurses shall receive up to five (5) additional days to complete duties, health plans, and training.
- 5. The Director of Special Education can require a teacher to take a paperwork day in order to maintain compliance with impending District special education paperwork deadlines.

Special Education teachers and Speech-Language Pathologists (SLPs) will receive 10 additional

paperwork days and will receive an additional \$3,000 stipend (paid in June, prorated accordingly if employee resigns prior to year's end).

6. Counselors shall receive additional days to complete additional required duties:

High School: up to 8 Days

Elementary & Middle: up to 5 Days

7. Deans of Student Success shall receive up to 5 additional days to complete additional required duties and trainings.

8. If the regular teaching contract is extended beyond the normal work year (191 days), the daily rate of pay of those additional days shall be determined by dividing the annual contract salary by the number of days in the regular contract year. (See Article 5, E and F.) This provision does not apply to extra-duty assignments or for special duty activities.

9. **Resignation**

Resignations shall be in writing and submitted to the Human Resources Department. Final payment of wages shall be made on the date of the corresponding payroll and payroll period for separation of services, other than termination.

Article 30 – Extra-Duty Assignments

A. **Conditions for Application**

All open extra-duty positions will be posted to in-District employees. Compensation for extra-duty assignments shall be in accordance with Appendixes A and B.

B. **Extended Seasons**

Varsity coaches of qualifying* OSAA sanctioned activities will be paid 10% of the extra-duty stipend per week for late season extensions beyond Districts.

C. Compensation for supervision/event staff duties shall be in accordance with District Board Policy and Administrative Regulation.

D. Any extra-duty assignment that is in place, as MOU and satisfactorily performed, for three or more years, shall be automatically incorporated into the next open contract.

E. Any splitting of stipends will occur with agreement of the impacted coaches, and will directly lessen their workload.

F. Extra duty positions will be increased at the same rate as the negotiated certified COLA amount.

G. At the employee's request, employees with ten (10) or more years' experience in their extra duty assignment shall receive 10% longevity step on their extra duty pay.

*Qualifying is defined as activities with true postseason for which an individual athlete or team must qualify.

Note -

District approves the following additions to the Extra Duty Salary Schedule:

Girls Track Coach @ middle and high school levels

Girls Wrestling Coach @ middle and high school levels

Elementary Music - \$300 per school concert/event

Student Teacher - Supervising Teacher - \$2,000/yr (prorated by semester; additional endorsement)

Article 31 – Sick Leave Bank

- A. The sick leave bank shall be open to all members of the bargaining unit who voluntarily donate sick leave to the bank pursuant to the conditions of this Article. To maintain membership in the bank, each employee and each October 1 for new employees (or within thirty [30] days of their date of service), may contribute an initial one (1) day of his/her accumulated sick leave to a common bank. Further yearly contributions shall be limited to the number of days necessary to bring the bank to a level of one (1) per member of the bank, with a minimum of one hundred twenty-five (125) days. Such contributions are irrevocable. Only employees who have contributed days to the bank may apply for days from the bank. Participation in the bank shall be voluntary. Employees who have not participated previously shall be permitted to contribute during annual open enrollment periods (September 1 to October 1 of each year).
- B. Upon depleting accumulated sick leave and after obtaining a doctor's statement certifying an illness or injury preventing the member from performing the duties of his/her job, a member may request days from the bank. A committee composed of at least one member appointed by the district and one member appointed by the President of the Association will review the request. The approval of the request is at the discretion of the district, after the district has reviewed the committee recommendation, and if:
1. District records show that the member has exhausted his/her accumulated sick leave. Use of Paid Leave Oregon will not be a factor in use of the sick leave bank.
 2. The member is not eligible for lost time compensation under Workers' Compensation or under PERS disability, or under the District's long-term disability insurance;
 3. The member is a contributing member to the sick leave bank; and
 4. There are sufficient days in the sick leave bank to cover the request.
- C. If the request is denied, the member shall be informed in writing as to the reason for denial. The actions of the committee are final and binding and shall not be subject to any further appeal through the grievance procedure or otherwise. The sick leave bank member may access the sick leave bank once only for up to one (1) to forty (40) consecutive days unless the employee has an additional significant medical concern and the District and Association mutually agree to award additional days
- D. The District shall keep accurate records of leave accumulated by the bank and of sick leave used by the bank, which shall not be greater than one hundred twenty-five (125) days per school year. These records shall be available at all times for review by the committee members and by the Association. Annually, the District shall notify the Association in writing of the accumulated days and days charged to the bank that year.
- E. Membership shall be terminated by written request of the member or by the end of employment with the District. All previously donated days shall remain in the bank.

Appendix A – Extra Duty Positions
High School/Middle School/Elementary/District-wide

	25-26	26-27	Notes
Activities Coordinator	\$7,637.70	\$7,866.83	
Class/Club Advisor	\$1,819.65	\$1,874.24	Junior, Senior, Graduation, VICA, DECA, Equine
FFA/Vocational Ag - Asst	\$6,111.00	\$6,294.33	
FFA/Vocational Ag - Head	\$7,637.70	\$7,866.83	
Annual - Head	\$4,000.50	\$4,120.52	
Drama - Head	\$7,637.70	\$7,866.83	
Newspaper - Head	\$4,000.50	\$4,120.52	
Instrumental Music	\$8,003.10	\$8,243.19	
National Honor Society	\$1,819.65	\$1,874.24	
School TAG Coordinator	\$1,905.75	\$1,962.92	per yr Seven Oak and LHS only
Student Store Advisor	\$4,000.50	\$4,120.52	per year
Teen Parent Advisor	\$4,000.50	\$4,120.52	per year
Vocal Music	\$5,457.90	\$5,621.64	
Athletic Director	\$6,352.50	\$6,543.08	3 seasons
Baseball - Asst	\$4,446.75	\$4,580.15	2 asst
Baseball - Head	\$6,987.75	\$7,197.38	
Basketball - Asst	\$4,446.75	\$4,580.15	Girls and Boys Teams - 2 asst
Basketball - Head	\$6,987.75	\$7,197.38	Girls and Boys Teams
Cross Country - Asst	\$1,905.75	\$1,962.92	
Cross Country - Head	\$6,352.50	\$6,543.08	
Dance Coach - Asst	\$2,223.38	\$2,290.08	Fall/Winter co-coaches
Dance Coach - Head	\$4,446.75	\$4,580.15	Fall/Winter
Golf Head	\$3,811.50	\$3,925.85	Girls and Boys Teams
Football - Asst	\$4,446.75	\$4,580.15	7 asst
Football - Head	\$7,623.00	\$7,851.69	
Rally - Asst	\$2,223.38	\$2,290.08	2 asst
Rally - Head	\$4,446.75	\$4,580.15	
Soccer - Asst	\$4,446.75	\$4,580.15	Girls and Boys Teams
Soccer - Head	\$5,717.25	\$5,888.77	Girls and Boys Teams
Softball - Asst	\$4,446.75	\$4,580.15	
Softball - Head	\$6,987.75	\$7,197.38	
Swimming - Asst	\$4,446.75	\$4,580.15	
Swimming - Head	\$6,352.50	\$6,543.08	
Tennis - Head	\$3,811.50	\$3,925.85	Girls and Boys Teams
Track - Asst	\$4,446.75	\$4,580.15	Girls and Boys Teams - 3 asst
Track - Head	\$6,987.75	\$7,197.38	Girls and Boys Teams
Volleyball - Asst	\$4,446.75	\$4,580.15	2 asst
Volleyball - Head	\$6,987.75	\$7,197.38	
Weightlifting	\$1,905.75	\$1,962.92	Stipend split over 2 seasons

Wrestling - Asst	\$4,446.75	\$4,580.15	Girls and Boys Teams - 2 asst
Wrestling - Head	\$6,987.75	\$7,197.38	Girls and Boys Teams
MS - Instrumental Music	\$4,365.90	\$4,496.88	
MS - Vocal Music	\$1,455.30	\$1,498.96	
MS - Football - Head	\$3,176.25	\$3,271.54	
MS - Football - Asst	\$1,905.75	\$1,962.92	
MS - Volleyball - Head	\$3,176.25	\$3,271.54	
MS - Volleyball - Asst	\$1,905.75	\$1,962.92	
MS - Cross Country - Head	\$3,176.25	\$3,271.54	
MS - Basketball - Head	\$3,176.25	\$3,271.54	
MS - Basketball Asst	\$1,905.75	\$1,962.92	
MS - Soccer - Head	\$3,176.25	\$3,271.54	
MS - Soccer - Asst	\$1,905.75	\$1,962.92	
Unified Sports - Asst	\$1,270.50	\$1,308.62	
Unified Sports - Head	\$1,905.75	\$1,962.92	
MS - Track - Head	\$3,176.25	\$3,271.54	Girls and Boys Teams
MS - Track - Asst	\$1,905.75	\$1,962.92	
MS - Wrestling - Head	\$3,176.25	\$3,271.54	
MS - Wrestling - Asst	\$1,905.75	\$1,962.92	
MS - Drama Head	\$4,365.90	\$4,496.88	
MS - Drama Asst	\$1,455.30	\$1,498.96	
MS - Athletic Director	\$7,345.80	\$7,566.17	
Elementary Music	\$300.00	\$309.00	(per concert/event)
Dept Chair/PLC Leader	\$1,905.75	\$1,962.92	
Student Teacher/ Supervising Teacher	\$2,000.00	\$2,060.00	(prorated by semester; additional endorsement)
Club Advisors	\$635.25	\$654.31	Only District-approved clubs
Outdoor School (1 night)	\$381.15	\$392.58	per night up to 4 nights

*Stipends listed above may be split among one or more individuals.

Appendix B: Lebanon Schools' Licensed Salary Schedule

25-26 LCSD Salary Schedule

Extra Day added (191 to 192 days) 2025-26 \$1,865 step increments, Condense 1 Step Salary Schedule and 5% COLA

STEP	BA	BA+24	BA+45	BA+75/MA	MA+24	MA+45
STEP 1	\$46,743.00	\$48,664.00	\$50,586.00	\$52,507.00	\$54,428.00	\$56,348.00
STEP 2	\$48,711.00	\$50,632.00	\$52,554.00	\$54,475.00	\$56,396.00	\$58,316.00
STEP 3	\$50,680.00	\$52,601.00	\$54,523.00	\$56,444.00	\$58,365.00	\$60,285.00
STEP 4	\$52,648.00	\$54,569.00	\$56,491.00	\$58,412.00	\$60,333.00	\$62,253.00
STEP 5	\$54,617.00	\$56,538.00	\$58,460.00	\$60,381.00	\$62,302.00	\$64,222.00
STEP 6	\$56,585.00	\$58,506.00	\$60,428.00	\$62,349.00	\$64,270.00	\$66,190.00
STEP 7	\$58,554.00	\$60,475.00	\$62,397.00	\$64,318.00	\$66,239.00	\$68,159.00
STEP 8	\$60,522.00	\$62,443.00	\$64,365.00	\$66,286.00	\$68,207.00	\$70,127.00
STEP 9	\$62,491.00	\$64,412.00	\$66,334.00	\$68,255.00	\$70,176.00	\$72,096.00
STEP 10	\$64,459.00	\$66,380.00	\$68,302.00	\$70,223.00	\$72,144.00	\$74,064.00
STEP 11	\$66,428.00	\$68,349.00	\$70,271.00	\$72,192.00	\$74,113.00	\$76,033.00
STEP 12	\$68,396.00	\$70,317.00	\$72,239.00	\$74,160.00	\$76,081.00	\$78,001.00
STEP 13	\$70,365.00	\$72,286.00	\$74,208.00	\$76,129.00	\$78,050.00	\$79,970.00
STEP 14	\$72,333.00	\$74,254.00	\$76,176.00	\$78,097.00	\$80,018.00	\$81,938.00
STEP 15	\$74,302.00	\$76,223.00	\$78,145.00	\$80,066.00	\$81,987.00	\$83,907.00
STEP 16	\$76,270.00	\$78,191.00	\$80,113.00	\$82,034.00	\$83,955.00	\$85,875.00
STEP 17	\$78,239.00	\$80,160.00	\$82,082.00	\$84,003.00	\$85,924.00	\$87,844.00
STEP 18	\$80,207.00	\$82,128.00	\$84,050.00	\$85,971.00	\$87,892.00	\$89,812.00
STEP 19	\$82,176.00	\$84,097.00	\$86,019.00	\$87,940.00	\$89,861.00	\$91,781.00
STEP 20	\$84,144.00	\$86,065.00	\$87,987.00	\$89,908.00	\$91,829.00	\$93,749.00

Appendix B: Lebanon Schools' Licensed Salary Schedule

26-27 LCSD Salary Schedule

2026-27 \$2,200 step increments, Condense 2 Steps Salary Schedule and 3% COLA

STEP	BA	BA+24	BA+45	BA+75/MA	MA+24	MA+45
STEP 1	\$48,145.00	\$50,124.00	\$52,103.00	\$54,082.00	\$56,061.00	\$58,038.00
STEP 2	\$50,411.00	\$52,390.00	\$54,369.00	\$56,348.00	\$58,327.00	\$60,304.00
STEP 3	\$52,677.00	\$54,656.00	\$56,635.00	\$58,614.00	\$60,593.00	\$62,570.00
STEP 4	\$54,943.00	\$56,922.00	\$58,901.00	\$60,880.00	\$62,859.00	\$64,836.00
STEP 5	\$57,209.00	\$59,188.00	\$61,167.00	\$63,146.00	\$65,125.00	\$67,102.00
STEP 6	\$59,475.00	\$61,454.00	\$63,433.00	\$65,412.00	\$67,391.00	\$69,368.00
STEP 7	\$61,741.00	\$63,720.00	\$65,699.00	\$67,678.00	\$69,657.00	\$71,634.00
STEP 8	\$64,007.00	\$65,986.00	\$67,965.00	\$69,944.00	\$71,923.00	\$73,900.00
STEP 9	\$66,273.00	\$68,252.00	\$70,231.00	\$72,210.00	\$74,189.00	\$76,166.00
STEP 10	\$68,539.00	\$70,518.00	\$72,497.00	\$74,476.00	\$76,455.00	\$78,432.00
STEP 11	\$70,805.00	\$72,784.00	\$74,763.00	\$76,742.00	\$78,721.00	\$80,698.00
STEP 12	\$73,071.00	\$75,050.00	\$77,029.00	\$79,008.00	\$80,987.00	\$82,964.00
STEP 13	\$75,337.00	\$77,316.00	\$79,295.00	\$81,274.00	\$83,253.00	\$85,230.00
STEP 14	\$77,603.00	\$79,582.00	\$81,561.00	\$83,540.00	\$85,519.00	\$87,496.00
STEP 15	\$79,869.00	\$81,848.00	\$83,827.00	\$85,806.00	\$87,785.00	\$89,762.00
STEP 16	\$82,135.00	\$84,114.00	\$86,093.00	\$88,072.00	\$90,051.00	\$92,028.00
STEP 17	\$84,401.00	\$86,380.00	\$88,359.00	\$90,338.00	\$92,317.00	\$94,294.00
STEP 18	\$86,667.00	\$88,646.00	\$90,625.00	\$92,604.00	\$94,583.00	\$96,560.00