

LCEA-LCSD Bargaining Session

March 12, 2015

4:30 p.m.

Yaquina View Room N

Present:

Brian Hungerford, Chelsi Sholty, Julie Baldwin, Susan VanLiew, Steve Boynton, Tiana Tucker, Aaron Belloni, Eric Clendenin, Cheryl Hull, Peter Lohonyay, Holly Schell, Jason Foltz, Lori Miller, Coley Wallin, Jennie Scarborough

LCEA Proposals:

- Not a package proposal
- Article 16 – Last page only
  - Added domestic violence sexual assault as Section 6.
- Article 21 – Professional Development and Educational Improvements
  - Tried to combine language to LCSD proposal
  - Important to specify that feedback should be coming from the committee
  - Accepting curriculum rate pay
  - Early release and In-service day topics – different among the sites. Some buildings use site-PD and others are using non-student contact days for collaboration and data analysis.
  - Would like the agendas focused where needs for in-service and needs for collaboration can both be met.
- Article 1 – Proposal to move to Article 18
  - Alt Ed Hourly work – Licensed work
    - Flexible, requires some time during the day to meet with students. Evaluation rubric doesn't apply to them. No planning or direct instruction. Requires endorsements for subject areas.
  - Nurses –
    - Two tier salary schedule proposal

LCSD Proposals: Two separate proposals

- Article 10 - Evaluation
  - LCSD proposed current contract language. Was bargained a year ago
  - Reference is Section A to evaluation handbook
  - Section B – would like to know what LCEA was looking for.
    - Jason stated that this is an issue of retention standards
    - Evaluation deadline causes complication in the timeline to potentially nonrenew probationary staff
    - Evaluation Handbook indicates the district is using the Danielson indicators for the four domains

- Section D&E – combination of law and current handbook. Handout from evaluation handbook.
- Section H – district disagrees with the notion that the evaluator must have experience at that level
- Added sections at the end – for reporting and student learning goals; will be consistent with state law and ODE direction
- Article 15 Work Schedule
  - Local/building flexibility
    - Share NHS example for intervention schedule
    - Mutual agreement of 2/3 Licensed staff
  - Verbiage change to student contact day
  - Pro-rated for early release or other modified schedule – language remains
  - Special Ed paperwork time remains at 2 days. However, the district has allowed additional days when asked, so feel as if this section is working at this time

Note: No sign offs /Tentative Agreements at this session

Agenda for next meeting:

LCEA –

Article 10 – Evaluation

Article 15 – Work Schedule

Article 18 – Salaries

Article 20 – Fringe Benefits and Other Allowances

LCSD –

Economic Proposal

Article 18 – Salaries

Article 20 – Fringe Benefits and Other Allowances

Counter on Article 16 – Leaves with Pay

Counter on Article 21 – Professional Development and Educational Improvements

Counter on Article 1 – Recognition

NEXT MEETINGS:

Wednesday April 1<sup>st</sup> @ 4:30 p.m. @ NIS

Tuesday, May 5<sup>th</sup> @ 12:30 p.m. – to be determined (NIS if available)

Thursday, June 4<sup>th</sup> @ 12:30 p.m. – to be determined (NIS if available)

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3. Court Appearance

Leaves of absence for jury duty or for court appearance as a witness, pursuant to subpoena shall be granted with pay in the amount of the difference between the teacher's regular pay and any amount the teacher receives as juror or from a witness fee, exclusive of a mileage allowance. In the case of an appearance as a witness, leaves with pay shall not exceed two (2) days. This provision shall not apply in cases where the teacher or the Association is a complainant in a case against the District.

4. Personal Leave

Teachers shall receive one (1) day of personal leave with pay, per school year, to a maximum accumulation of five (5) days. A maximum of four (4) paid personal leave days may be taken consecutively.

A request for personal leave must be submitted in writing to the teacher's principal or immediate supervisor as soon as possible and at least one (1) day before taking such leave.

Approval shall normally be granted by the principal or immediate supervisor unless a licensed and qualified substitute cannot be obtained to replace the teacher, or unless a school emergency exists.

This provision shall not be used by the Association or members of the bargaining unit to circumvent the "No Strike" provision of this Agreement.

Employees shall not be permitted to use personal leave days on inservice days or training days.

5. Failure to Obtain Approval

Absence of a teacher from duty, including an absence for a single day or a part of a day, which is not authorized by a specific grant of leave of absence under the provisions of this Agreement, shall be deemed to be an unexcused absence without pay and subject to disciplinary action.

6. DVSA Leave Law

The District shall provide leave to eligible employees who are victims of domestic violence, harassment, sexual assault or stalking in accordance with Oregon law. Any employee who requires such leave shall be permitted to use accrued sick or personal leave.

## ARTICLE 21

### PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENTS

#### A. Tuition Reimbursement

The Board will pay the full cost of tuition up to the rate established for a full load by the Oregon's University System and out of county mileage to the nearest such college or university at the rate herein specified for one trip per week, incurred in connection with specific courses, workshops, seminars, conferences, inservice training sessions, or other such sessions which a teacher is required by the administration to take. Where room and/or board are determined necessary by the District in accordance with District policy, teachers shall be reimbursed at the District rate.

#### B. Teacher Travel

Teachers who are required to use their automobile in the performance of their duties, shall be reimbursed at the District rate.

#### C. Professional Development Committee

The District and the Association shall reconstitute the Professional Development Committee that was created in conjunction with the Collaboration Grant shall create a Joint Professional Development Committee to collaborate on providing professional development opportunities. The Committee shall be charged with designing and delivering meaningful professional development based on teacher input and need. The Committee will determine the most appropriate data to utilize to inform professional development needs. Surveys will be used as one method to gather data. The Committee shall exist for the full term of this Agreement. The Committee shall collaborate and will use a consensus model for reaching decisions. All teacher participants shall be appointed by the Association and shall be paid at curriculum rate. Appointment to the Committee must be renewed annually.

The Committee shall be charged with designing and delivering meaningful professional development based on teacher input and need.

#### D. Professional Discretion in Selecting Professional Development

Grade level, subject matter, and Professional Learning Committee teams, if they exist, shall have the right to determine whether a scheduled professional development activity is meaningful to the appropriate development of their students and/or the needs of their team. If the team determines that a scheduled professional development does not meet these requirements, the team shall have the right to schedule an alternative professional

development activity. An alternative activity may include team collaboration and planning for the length of the scheduled professional development activity.

The above provisions cannot be invoked if a scheduled professional development is required by law as a condition of employment such as First Aid/CPR certification.

## ARTICLE 18

### SALARIES

#### A. Licensed Salary Schedule

1. Licensed staff shall be paid in accordance with the salary schedule(s) appearing in Appendices A and B, which is by this reference made as part of this agreement.

Normal step movement will be granted at the beginning of the school year for those bargaining unit members who are otherwise eligible for the step movement.

2. Rollover

If neither the Association nor District requests to negotiate a successor agreement, the salary shall be calculated at no less than 1% or more than 3% based on the previous years June/December Portland CPI.

3. The District shall "pick up," assume and pay a 6% employee contribution to the Public Employees Retirement System for the bargaining unit members that participate in the Public Employees Retirement System. Such pickup, or payment, of the bargaining unit members' contribution to the system shall continue for the life of this agreement. The full amount of required bargaining unit member contributions picked up or paid by the District on behalf of employees pursuant to this agreement shall be considered as "salary" within the meaning of ORS 237.003(8) for the purposes of computing a member's "final average salary" within the meaning of ORS 237.003(12), but shall not be considered as "salary" for the purposes of determining the amount of member contributions required to be contributed pursuant to ORS 237.071. Such pickup or paid member contributions shall be credited to member accounts and shall be considered to be member contributions for the purposes of ORS 237.001 to 237.320.

4. Teacher Retention

All Tier 3/OPSRP employees shall receive an additional district contribution to their retirement account for the purposes of attracting and retaining new teachers. For the terms of the Agreement, the District shall contribute an additional three percent (3%) above PERS required minimum contributions to the retirement accounts of all Tier 3/OPSRP members.

B. Placement on Salary Schedule

1. Placement on Step

Each teacher shall be placed on the proper step of the salary schedule at the beginning of the school year. Any teacher already in the employ of the District contracted for at least 91 days of any school year shall be given full credit toward the next increment step for the following year.

2. Modification to Placement on Step

Any teacher who holds an earned PH.D degree, ED.D degree, National Board Certification, or CCC (Certificate of Clinical Competency) with a current certification standard will qualify for a stipend equal to .0957 of the base teacher's salary for the contract period.

Extended contracts will be reimbursed at a per diem rate of 1/190 of the teacher's annual salary.

3. Credit for Experience

Upon employment with the District, credit up to step VI (6) of any salary level on the Teacher Salary Schedule may be given a teacher for previous outside teaching experience in a duly accredited school. Exceptions will be used when shortages exist.

If a teacher comes to the District with previous part-time/full year, or full-time, partial year experience, any combination of experience under contract which adds up to 135 full days or 1012.5 hours yearly will be counted as one year of experience.

A teacher with previous teaching experience in the Lincoln County School District, upon returning to the District, may at the discretion of the Board, receive credit on the salary schedule for military experience or alternative civilian service required by the Selective Service System for experience germane to the teacher's District teaching assignment.

A teacher new to the District, at the discretion of the Board and the Superintendent, may be allowed up to six (6) years' experience for other than teaching experiences germane to the District teaching assignment of such teacher

4. Credit for Degrees and Hours Earned Beyond a Bachelor

- a. Each teacher shall be placed and advanced on the salary column of the salary schedule after review by the Superintendent or his/her designee of courses taken. Advancement on the teacher's salary column to the next column shall occur only when the Superintendent or his/her designee determines that

courses taken are germane to the teacher's classroom assignment or when the Superintendent or his/her designee determines the teacher's additional preparation to be of value to the District.

- b. The courses for advancement and/or placement on bachelor's columns must have been taken after the receipt of the teacher's bachelor's degree.

The courses for advancement and/or placement on master's columns must have been taken after the receipt of the teacher's master's degree.

- c. The Superintendent or designee, if requested by the teacher, shall give prior approval of courses to be taken for movement on the salary schedule. Official transcripts and official course descriptions verifying classes taken and degrees received must be submitted to the Superintendent or his/her designee by October 15 to be effective in the current school year. The Superintendent or his/her designee, may waive the October 15 date when a teacher demonstrates to the Superintendent or his/her designee, that the failure to provide such verification was for reasons beyond the teacher's control.

C. Co-Curricular Salary Schedule

Co-curricular activities compensation shall be according to the schedules appearing in Appendix B, which by this reference is made as part of this Agreement.

D. Curriculum Rate

For general, curriculum development work that is assigned outside of the regular workday, the District will pay \$24.61/ hour for first year of the contract, and thereafter will increase by the same percentage as the salary schedule.

E. Alternative Education Hourly Work

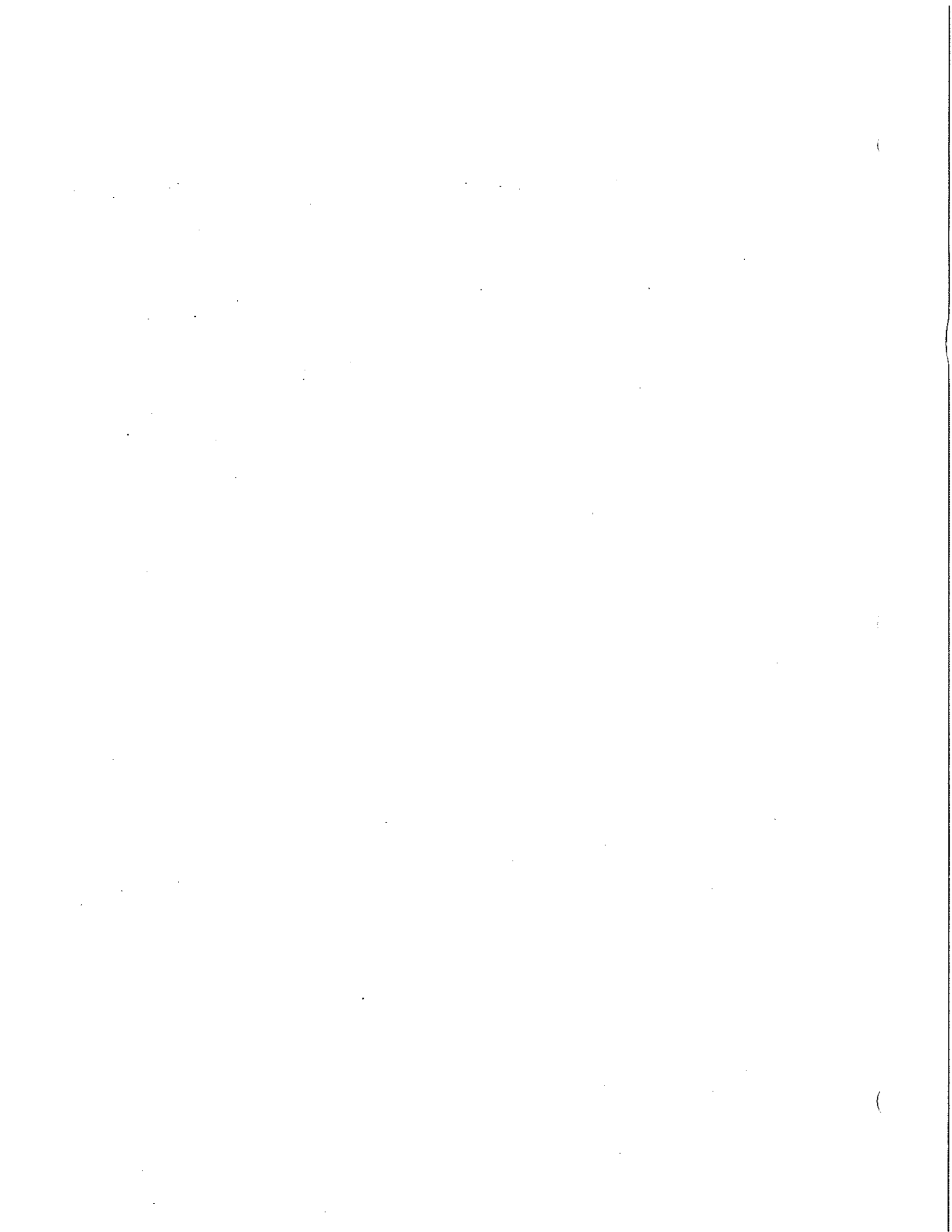
Current teachers shall be given the first right of refusal for all alternative education hourly work that occurs outside of the normal work day. Teachers shall be compensated at 1/8<sup>th</sup> of their daily contractual rate for each hour of alternative education work performed. In the event that no bargaining unit member accepts an alternative education hourly assignment, the District may hire retired former teachers of the Lincoln County School District. Retired former teachers shall be compensated at 1/8<sup>th</sup> of the daily contractual rate of their salary schedule placement at the time of their retirement.

Alternative Education Hourly Work shall not be used to displace or reduce the FTE of any bargaining unit member's regular work assignment.



F. Nurse Compensation

Effective July 1, 2015, a new salary schedule shall be implemented for nurses. The schedule shall be a two column salary schedule based on the MA and MA+45 columns of the current schedule. Column 1 shall be for nurses with a Bachelor's Degree. Column II shall be for nurses with a Masters Degree. This schedule shall be attached to this Agreement in Appendix Newly hired nurses shall be placed in the appropriate column and may be granted step movement to the next highest step above the salary that the employee earned in his or her former nursing position. Nurses employed prior to July 1, 2015 will have their step placement increased if it can be demonstrated that their current salary is less than their salary in their previous nursing position.



**ARTICLE 10**  
**EVALUATION**

- A. Evaluation shall be done according to District-adopted policy. Whenever District-adopted evaluation policy is changed due to lawful mandate, the desire of the District, or the joint desire of the District and the Association, the District and the Association shall collaborate on the changes to the policy evaluation handbook.
- B. Prior to the beginning of any formal evaluation process, a teacher shall receive notice of the basis for evaluation.
- C. The results of evaluations shall be reduced to writing, which may be in electronic format. Teachers may request one (1) additional observation by another District administrator.
- D. Evaluations shall be submitted to the teacher and be signed and stored electronically, where the teacher and administrator have secure access for reference. All evaluation documents shall be considered part of the personnel file for the purpose of public records law.
- E. A teacher may put the teacher's objections to the evaluation in electronic format and have them attached to the evaluation report. When teacher objections are attached electronically they shall be within the same file as the evaluation and will be seen upon opening the electronic evaluation file.
- F. When a teacher is placed on a written program of assistance for improvement, the program shall be given to the teacher and discussed. When a written program of assistance for improvement is completed, the District shall notify the teacher in writing/electronic format of satisfactory or unsatisfactory completion.
- G. A teacher is entitled to Association representation upon his or her request at any meeting (except observations) involving a program of assistance for improvement. The Association will be informed of any teacher who is subject to non-extension.
- H. Probationary Teachers. Notwithstanding the provisions set forth above and notwithstanding the provisions of Article 11, Grievance Procedure, subsection C, 3, grievances by non-renewed or dismissed probationary teachers, alleging a violation of this Article, shall be heard by the School Board. The post-nonrenewal or post-dismissal hearing will be a full hearing wherein both the probationary teacher and the administration will be afforded the opportunity to be heard. The probationary teacher and the administration may both be represented. The decision of the School Board regarding such grievances will be final and binding upon the parties.

- I. Electronic documents utilized in the evaluation process may be printed and delivered in a hard copy format upon teacher request.
- J. If the District is required to report teacher's summative evaluation scores to a state or federal agency, the District will develop a reporting system that does not connect the data to individual teachers, unless specified by law. Data collected for state or federal reporting purposes will not be used for any other purpose other than agency reporting and will not be published.
- I.K. Student learning goals will be designed by the teacher being evaluated and will be finalized collaboratively by the teacher and evaluator, per the Oregon Matrix. In the evaluation process, the teacher will decide what measures (per Oregon Matrix) will be used to determine student growth in addition to any required measures such as state standardized assessments. If any changes are made to the Oregon Matrix or other Oregon statute regarding evaluation, the District will adjust the evaluation process in compliance with these changes.

ARTICLE 15  
WORK SCHEDULE

A. Teacher Work Year

The Board shall adopt a school calendar after consultation with the Association. The proposed calendar shall be submitted to the Association to review two (2) weeks before final action is taken by the Board to adopt the calendar. The new calendar shall include 190<sup>(1)</sup> contract days except for new teachers who shall work 191 contract days. Teachers will be given two (2) days for classroom preparation prior to the start of the school year. ~~When three (3) or more inservice days exist at the beginning of the teacher work year, the equivalent of two (2) days will be used by teachers as classroom preparation days.~~ It is understood that a principal may have up to a one (1) hour meeting in each of the classroom preparation days. Contract days will include five (5) paid holidays. Paid holidays are Labor Day, Veterans' Day, Thanksgiving Day, Presidents' Day and Memorial Day. In order to qualify for the holiday benefit, the employee must be in a paid status on his/her scheduled workday immediately before the holiday or on his/her scheduled workday immediately following the holiday.

B. Teacher Hours and Teaching Duties

1. In-School Workday

A teacher's total in-school workday shall consist of seven and one-half (7-1/2) hours, exclusive of the duty-free lunch period, and such additional time as necessary to meet professional responsibilities e.g., meeting with parents, other agency personnel, open house, back to school night, etc. Teachers who are required to conduct Parent/Teacher Conferences outside the 7-1/2 hour day shall be given compensatory time off. The teacher's in-school workdays include responsibilities for a variety of non-instructional/classroom responsibilities e.g., supervision of bus loading and unloading, playground supervision, hall duty, inventorying books and materials, etc.

2. Duties Extending Beyond the Workday

Teachers will be responsible for supervising activities which extend beyond the workday. However such supervision will not be required before a real attempt is made to find a volunteer. Each teacher will be responsible for supervising no more than twenty (20) hours per teacher contract year of activities which extend beyond the workday.

Teachers shall be compensated at an hourly rate equal to .00061 of the base teachers' salary. Teachers who work less than full time (1.0 FTE) shall be responsible for supervising activities on a pro-rata basis.

(1) Days subject to Article 2, Section E

3. Check-In Procedure

As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibility but they shall not be required to "clock in or clock out" by hours and minutes.

4. Teaching Conditions

a. Instructional Planning

Teachers must, upon request by their immediate supervisor, furnish evidence of thorough planning (such as outlines and projected daily schedules) of what they expect to achieve with their students and the process for achieving it. Teachers shall provide substitutes with daily, weekly and/or alternative plans as needed, according to procedures developed by the principal and the teachers in each building. Whenever a plan of assistance is being implemented for a teacher, the administrator may require lesson plans which relate to a deficiency identified in the plan of assistance, on a regular basis, until the plan of assistance is completed.

Every teacher shall plan and teach course content in a manner which conforms to District policies and state rules. In each case, the planning and teaching will be designed to help the student acquire and demonstrate appropriate District requirements.

b. Continuous Teaching in Secondary Schools

Whenever possible, junior and senior high school teachers shall not be required to teach continuously for more than one hundred-eighty (180) minutes where double periods are used.

c. Continuous Teaching in Elementary Schools

Whenever possible, elementary teachers shall not be required to teach continuously for more than one hundred-eighty (180) minutes.

5. Lunch Periods

- a. Teachers shall have a daily duty-free lunch period of at least thirty (30) minutes.
- b. Teachers may leave the building during their scheduled duty-free lunch period after notifying the school building office.

6. Meetings

a. Faculty and Other

Teachers may be required to attend faculty or other professional meetings in addition to their regular in-school workday, without additional compensation. Such meetings will be held no more than four (4) days each month or 240 minutes total. These meetings shall run for no more than sixty (60) minutes each.

b. Prior to Holidays and Weekends

Meetings which take place after the regular in-school workday and which require attendance shall not be called on Fridays, or on any day immediately preceding any holiday, or other day upon which teacher attendance is not required at school, except by mutual consent of the majority of the members of the building's faculty.

7. Preparation Time

A classroom teacher will have daily preparation time, in addition to his/her duty-free lunch, during which he/she shall not be assigned to any other duties. Full-time (1.0 FTE) teachers will have a continuous preparation period within the student contact day workday of one class period of not less than forty (40) minutes. With the mutual agreement of the building administrator and at least two-thirds of a building's staff, an alternate prep time schedule may be established. Teachers who work less than full time (1.0 FTE) will receive preparation time on a pro-rata basis. Preparation time will be pro-rated for days that are shortened due to early release or other modified schedule.

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This time shall be spent in the teaching station or other appropriate preparation area mutually agreed upon by the principal or supervisor and the teacher. This time shall be spent in classroom preparation activities.

Preparation time can be modified at the building level by agreement of the building principal, building LCEA representative, LCEA president and the Superintendent. Changes shall be reviewed and agreed upon annually.

8. Field Trips

Field trips shall be scheduled and implemented in a manner which shall be mutually agreed upon by the teacher and his/her immediate supervisor. Written permission for field trips shall be obtained from the Superintendent or his/her designee.

For participating in District-approved field trips which extend beyond the teacher's in-school workday and overnight or weekend trips, teachers shall be compensated at an hourly rate equal to .00061 of the base teacher's salary, with a maximum of eight (8) hours in any twenty-four (24) hour period.

9. Inclement Weather

When schools are temporarily closed to students due to an event such as inclement weather, teachers shall not be required to report for work. Teacher salaries will not be docked for such absences; however, the District reserves the right to make up all lost student contact days and Conference Days without additional teacher compensation beyond the original number of contracted days. Inservice days lost as a result of inclement weather will not be made up.

10. Special Education Work Days

Special education teachers shall be granted substitute release for two (2) days per work year for the exclusive purpose of scheduling IEP meetings and completing related paperwork. Additional days may be requested. Special education teachers will provide their building principal with forty-eight (48) hours notice of their intention to utilize one of these days.