

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

LINCOLN COUNTY EDUCATION ASSOCIATION

AND THE

LINCOLN COUNTY SCHOOL DISTRICT

BOARD OF DIRECTORS

2015-2018

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ARTICLE 1
RECOGNITION

Exclusive Representation

The District hereby recognizes the Association as the exclusive representative, as defined in ORS 243.650(8), of licensed teaching personnel under contract.

Specifically excluded from the bargaining unit are all administrative, classified, supervisory and confidential personnel, temporary teachers employed for 60 continuous work days or less, alternative education teachers or any school year, and substitutes.

ARTICLE 2

STATUS OF AGREEMENT

A. Duration of Agreement

This Agreement shall be effective ~~July 1, 2015~~ or upon ratification of the Association and the Board of Directors, whichever is later, and shall continue in effect through June 30, 2015~~8~~, when it shall terminate.

B. Negotiation of Successor Agreement

The parties shall enter into collective bargaining for a successor agreement after written notice from one party to the other in the year in which this agreement expires. Any agreement so negotiated shall be reduced to writing after ratification by the parties.

C. Rollover

Either the District or Association may request to open the contract, on or before January 15 of the current contract, or subsequent contracts if a rollover occurs.

If notice is given to open the contract for negotiations, the parties will enter into negotiations for a subsequent agreement and the contract will end on June 30th in the year notice is given to open the contract.

D. Modification

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.

E. Funding

1. If the District closes its schools because of insufficient State School Funding, no member of the bargaining unit shall be entitled to any of the monetary benefits provided in this Agreement while schools are closed. No monetary benefits shall accrue to a member of the unit while schools are closed. Should the district have to close schools, the district may not cut more than ten (10) days without the agreement of the Association.

2. In the event the District reduces the work year as the result of a school closure, anytime during the year, the direct monetary benefits shall be reduced in proportion to the reduced work year. Fringe (Article 20) and leave benefits (Article 16) shall not be reduced during the contract year.

F. Separability

If any provision of this agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

If any provision of this Agreement is held to be invalid, then either party may request that negotiations be opened under the expedited bargaining provision as provided in ORS 243.698.

G. Compliance Between Individual Contract and Master Agreement

Any individual contract between the District and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If any individual contract contains any language inconsistent with this Agreement, this Agreement during its duration, shall be controlling.

H. Copies of Agreement

1. There shall be two (2) signed copies of this Agreement for the purpose of records. One shall be retained by the District and one by the Association.
2. This Agreement shall be posted on the district website within 30 days of the signed agreement.

I. Notice to Association and Board

Whenever either of the parties to this Agreement is required to give notice to the other, pursuant to the provisions of this Agreement, either party shall do so by personal service or by certified or registered mail to the following:

1. If by the Association, to the District at the office of the Superintendent, or at any such other address as the District may inform the Association of in writing.
2. If by the District, to the Association through its President, or any such other address as the Association may inform the District of in writing. The Association shall notify the District in writing of the name and address of the Association President.

Mailed notice shall be deemed to have been given when deposited in the US Mail, as above specified, with postage paid thereon.

ARTICLE 4
MANAGEMENT RIGHTS

It is recognized that the Board has and will continue to retain the rights and responsibilities to operate and manage the school system and its programs, facilities, properties, and activities of its employees.

Except as limited by this Agreement and applicable state and federal law, and without limiting the generality of the foregoing above, it is expressly recognized that the Board's operational and managerial responsibilities include:

1. The right to determine location of the schools and other facilities of the school system including the right to establish new facilities and to relocate or close old facilities.
2. The determination of the financial policies of the District, including the general accounting procedures, inventory of and procedures related to supplies and equipment.
3. The determination of the management, supervisory, or administrative organization of each school or facility in the system and the selection of employees for promotion to supervisory, management or administrative positions.
4. The maintenance of discipline and control of use of the school system and property and facilities.
5. The determination of safety, health and property protection measures.
6. The right to enforce the policies, rules and regulations now in effect and to establish new policies, rules and regulations from time to time not in conflict with this Agreement.
7. The direction and arrangement of all the working forces in the system, including the right to hire, suspend, discharge, discipline or transfer employees.
8. The creation, combination, modification or elimination of any teaching position.
9. The determination of the size of the working force, the allocation and assignment of work to employees, the determination of policies affecting the selection of employees, and the establishment of quality standards and judgment of employee performance.
10. The determination of the layout, the equipment to be used and the right to plan, direct and control school activities.

11. The determination of the processes, techniques, methods and means of teaching and the subjects to be taught.
12. The rights to establish and revise the school calendar, establish work hours of employment, to schedule classes and assign workloads.
13. The right to select textbooks, teaching aids and materials.
14. The right to make assignments for all programs of an extracurricular nature.
15. The right to determine policies and procedures related to public relations and communications.

Nothing in this Agreement shall limit in any way the Board's contracting or subcontracting of work or shall require the Board to continue in existence any of its present programs in their present form and/or location or any other basis.

ARTICLE 6
TEACHER RIGHTS

A. Personal/Academic Freedom

1. Personal

The personal life of a teacher is not an appropriate concern of the Board, except those activities which significantly impair the teacher's ability to perform his/her contract duties.

2. Citizenship

Every teacher shall be entitled to full rights of citizenship. Religious or political activities or lack thereof shall not be grounds for discipline or discrimination with respect to the professional employment of such teacher, providing said activities do not violate any local, state or federal law.

3. Academic Freedom

Within appropriate District Policy and rules and regulations teachers shall be free from unreasonable censorship. Such policy and rules and regulations will continue to be subject to change by the District according to procedures.

It is recognized that the role of the teacher is primary to the success and achievement of students. To that extent teachers shall be permitted to use supplemental or discretionary curricular materials of their choosing.

Within the structure of the school and with the expectation that all students learn, teachers shall be permitted to modify the pace and delivery (whole group, small group, etc.) of instruction based on student needs.

B. Criticism of Teacher and Supervisors

Any criticism by the supervisor of a teacher's job performance or any criticism by a teacher of a supervisor's job performance shall be made in professional confidence. The intent of this clause is not to stifle the evaluation process or hinder the resolution of classroom or other problems.

C. Personnel Files

The District shall maintain one (1) personnel file in the District Office/place of electronic records storage or other designated place. No adverse material shall be placed in a personnel file unless the teacher has had an opportunity to view it and affix his/her signature to the copy to be filed. A teacher has the right to submit a written statement to be attached to any material placed in the file. A teacher shall have the right to view the contents of his/her file at reasonable times and to have a representative present. All contents of the

personnel file including any related evaluation documents that may have been housed at one time by a third party provider such as TalentEd shall be maintained in confidence and not be subject to public records requests.

D. Required Meetings or Hearings

Whenever a teacher is requested to appear before the Superintendent or the Board concerning any matter which adversely affects the continuation of his/her employment, then he/she shall be given prior written notice of the reasons for such meeting or interview. The teacher shall have the right to an Association or legal representative of his/her choice at the meeting. Any suspension of a teacher pending dismissal charges shall be with pay.

E. Evaluation of Students

The teacher shall have the responsibility to determine grades within the grading policies of the Lincoln County School District based upon his/her professional judgment. No grade or evaluation shall be changed without prior consultation with the teacher except when the teacher is unavailable for consultation.

A teacher is unavailable for consultation when the District has attempted unsuccessfully for ten (10) calendar days to contact and talk with the teacher. The ten (10) day period begins when the District notifies the Association that the District is unable to contact the teacher.

If a grade is changed over the objection of a teacher or the teacher is unavailable, the reason for the change shall be provided in writing to the teacher with a copy to be sent to the Superintendent or designee.

F. Maintenance of Classroom and Discipline

1. The definition of the duties and responsibilities of all administrators, coordinators, supervisors, teachers, and other personnel pertaining to student discipline shall be posted on the district website. The definition of the duties and responsibilities of personnel is a retained right of the Board. The Board will support all personnel in their use of prudent disciplinary measures while carrying out their duties and responsibilities.

2. Where there is a demonstrably clear and present danger to the teacher's physical security or when in the judgment of a teacher, a student, by his/her behavior is seriously disrupting the instructional program to the detriment of other students, the teacher may temporarily remove the student from class and refer him/her to the principal. The student shall not be returned to that classroom without a consultation between the teacher and the building principal or his/her designated representative.

If it is not possible for a consultation to occur, the teacher will be given timely notice prior to the student's return to the classroom and consultation shall occur as soon as possible upon the principal's or his/her designated representative's return.

3. In the exercise of authority by an employee to control and maintain order and discipline, the employee may use reasonable and professional judgment concerning matters not provided for by specific policies adopted by the Board and consistent with federal and state laws or regulations.

G. Protection of Teacher, Students and Property

1. Reasonable Force

A teacher may, within the scope of his/her employment, use and apply such amount of force as is reasonable and necessary to quell a disturbance threatening physical injury to himself/herself or others; to obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil; for the purpose of self-defense; and for the protection of persons or property.

2. Assault

- a. Legal Assistance

If the District determines that a teacher has acted in a reasonable and necessary manner as defined in G-1 above, the District shall provide such legal assistance as necessary to defend the teacher from any suit, action or claim brought by any third person against the teacher which may arise out of such an incident, to the extent provided by the District's insurance policy.

- b. Leave and Compensation

When absence arises out of or from any assault and/or injury upon or to a teacher, who has acted in a reasonable and necessary manner as defined in G-1 above, the District shall compensate a teacher under this section in the amount of the difference in the total amount the teacher receives from the Workers' Compensation; Social Security, Public Employees Retirement System and Disability Income Insurance and the teacher's net pay for the period of the remainder of the contract year, ten (10) months or until the condition of the teacher is medically stable and a determination order issued, whichever occurs first. Provided, that if Workers' Compensation benefits, Social Security, Public Employees Retirement System and Disability Income Insurance are denied such teacher, he/she shall be compensated at full salary less his/her regular payroll deductions by the District for the remainder of the contract year or ten (10) months, whichever occurs earlier. When absence arises out of or from such assault, and/or injury the teacher shall not forfeit any sick leave or personal leave.

If the District makes payment to a teacher under this provision, and the amount of that payment together with payments from Workers' Compensation, Social Security, Public Employees Retirement System and Disability Income Insurance exceeds the teacher's net pay, the teacher shall

reimburse the District in the amount of the excess, but in no event shall such required reimbursement exceed the District's contribution.

Although the District's liability for said teacher's compensation shall be terminated as defined above, the District will employ said teacher at the beginning of any grading period when and if said teacher is able to assume his/her professional responsibilities.

If and when the teacher injured under this section is reemployed, he/she shall be reemployed as if there had not been a break in service.

c. Reimbursement of Personal Property Damage

The District shall reimburse the teacher for the reasonable costs of any clothing or other personal property damaged or destroyed as a result of an assault or injury and any vandalism incidental thereto, if the teacher were acting in a reasonable and necessary manner, as defined in G-1, above. The Superintendent may request a signed statement identifying the damaged or destroyed items, and the estimated cost of any claim under this provision.

d. Medical

The District shall reimburse a teacher for the costs of medical, surgical, or hospital services incurred by the teacher and not covered by the teacher's insurance or other compensation, as the result of an assault-related injury sustained in the course of his/her employment and while he/she was acting in a reasonable and necessary manner as defined in G-1, above.

3. Reporting Assaults

a. Principals or Immediate Supervisors

A teacher shall report, in writing, cases of assault suffered in connection with his/her employment to the principal or other immediate supervisor within forty-eight (48) hours of the incident unless prevented by physical incapacity, disability or other excusable delay. Failure to comply with this provision shall absolve the District of any responsibility.

b. Superintendent

Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the teacher for information in the possession of the Superintendent relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the teacher, the police and the courts.

4. Safety

There shall be a safety committee in each building that will be charged with creating, implementing and analyzing procedures and protocols that impact safety within the building. One responsibility of the committee will be to develop a communication system that is designed to alert affected staff members to potentially dangerous situations within the school.

H. Supervision of Student Teachers

Supervision by a teacher of a student teacher shall be voluntary, and approved by the District.

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.
- B. The District and the Association will each appoint up to four representatives to review the teacher evaluation process, monitor the implementation of the evaluation process, and when needed, develop recommendations for the evaluation handbook. For the length of this agreement, this committee will generally meet two times a year, but minimally twice per year.
- C. Prior to the beginning of any formal evaluation process, a teacher shall receive notice of the basis for evaluation. All individuals providing information for or performing evaluations will receive training.
- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. 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.
- I. 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.

- J. Electronic documents utilized in the evaluation process may be printed and delivered in a hard copy format upon teacher request.
- K. 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 the individual teachers. Data collected for state or federal reporting purposes will not be used for any other purposes other than agency reporting and will not be publicized.
- L. Student learning goals will be designed by the teacher being evaluated and will finalized collaboratively by the teacher and evaluator, per the Oregon Matrix. In the evaluation process, the teacher will decide what measures will be used to determine student growth in addition to any required measures such as stated standardized assessments. If any changes are made to the Oregon Matrix or other Oregon statute regarding evaluations, the District will adjust the evaluation process in compliance with this contract and these changes.

ARTICLE 14

TEACHER ASSIGNMENTS AND TRANSFERS

A. Teacher Assignments

1. Notification

a. Presently-Employed Teachers

All teachers shall be given written notice of their salary schedules, class and/or subject assignments, and building assignments, for the forthcoming year, as soon as practicable. Master building schedules will be sent to the Association by September 30.

b. New Teachers

The Superintendent or his/her designee, shall give notice of assignments to new teachers as soon as practicable.

c. Revisions

In the event that changes in class and/or subject assignments and building assignments are made, teachers affected shall be notified 10 working days prior to the change, except in the case of an emergency.

2. Traveling Teachers

Whenever possible, schedules of traveling teachers who are assigned to more than one school, shall be arranged so that no such teacher shall be required to engage in an unreasonable amount of inter-school travel. Traveling teachers will have travel time, lunch time, and preparation time included in their schedule. A traveling teacher shall be notified of changes in his/her schedule as soon as practicable. In an effort to reduce paperwork, the district and a traveling teacher may work out a monthly stipend, based on the previous year's travel data, if applicable.

B. Voluntary Transfers and Reassignments

1. Notification of Vacancies

a. Posting Vacancies

As soon as practicable, the District shall email to all personnel, a list of all district position vacancies. In-District teachers shall be provided the opportunity to be interviewed for requested transfers to bargaining unit positions.

A vacancy shall be defined as a position which the District intends to fill, to which a current employee will not be transferred.

b. Filing Requests

A teacher who desires a change of position or assignments or who desires to transfer to another building, shall submit a completed transfer request form (form P-08) to human resources. Such statement shall include the position or assignment to which the teacher desires to be assigned and the school or schools to which he/she desires to be transferred, in order of preference.

c. Notice to Association

As soon as practicable, following the beginning of the new school year the Superintendent shall send the Association a system-wide roster showing the names of all teachers who have been reassigned or transferred.

2. Request for Reassignment and/or Transfer

In responding to requests for voluntary reassignment and/or transfer, the wishes of the individual teacher shall be honored to the extent that the transfer does not conflict with the individual school instructional requirements and staffing patterns, school board policy and the best interests of the school system, as determined by the Board.

Employees who file timely transfer requests and application materials for specific positions for which they are qualified will receive priority consideration over outside applicants.

C. Involuntary Transfer Reassignments

1. Notice

Notice of an involuntary transfer or involuntary reassignment shall be given in writing to the teacher as soon as practicable.

2. Meeting

If possible, an involuntary transfer or involuntary reassignment shall be made only after a meeting between the teacher involved and the immediate supervisor, at which time the teacher shall be notified of the reason therefore.

3. Reassignment

A teacher being involuntarily transferred or involuntarily reassigned shall be placed in a teaching position which does not involve a reduction in his/her teaching salary.

4. Expenses

In the event of an involuntary transfer or involuntary reassignment of a teacher, at the option of the teacher, the District shall pay the moving expenses or added travel expenses (at the District mileage rate) incurred by the teacher if thirty (30) additional round trip miles are added, unless the teacher lives closer to the new assignment site than the previous assignment site, provided that the costs to the District in either case shall not exceed a sum equal to .0662 of the base teacher salary. This provision shall be applicable only during the first year of an involuntary transfer or reassignment.

ARTICLE 18

SALARIES

A. Licensed Salary Schedule

1. Licensed staff shall be paid in accordance with the salary schedule(s) appearing in Appendix A, 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.

Employees who are currently at Step 15 (fifteen) as a licensed employee will move to Step 16 or a comparable salary Step for the 2015-16 school year and will be advanced each year according to the terms of this agreement.

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 year's 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.

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. 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. Exceptions will be used when deemed appropriate by the District.

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 for movement on the salary schedule to be effective in the current school year. For mid-year graduates and coursework completion, upon submission of the coursework to Human Resources, teacher salary will be adjusted to the appropriate placement on the salary schedule and pro-rated, or effective the next pay period. ~~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. Appendix C is the Memorandum of Understanding that established the joint LCEA and District subcommittee to work on inequities and updating of Appendix B.

D. Curriculum Rate

For general, curriculum development work that is assigned outside of the regular workday, the District will pay \$24.6125.35/hour for the first year duration of this contract. ~~and thereafter will increase by the same percentage as the salary schedule.~~

E. Part-Time Teacher Salary Calculation

HOURS	LICENSED
1/4	.03
1/2	.07
3/4	.10
1	.13
1 1/4	.17
1 1/2	.20
1 3/4	.23
2	.27
2 1/4	.30
2 1/2	.33
2 3/4	.37
3	.40
3 1/4	.43
3 1/2	.47
3 3/4	.50
4	.53
4 1/4	.57
4 1/2	.60

4¾	.63
5	.67
5¼	.70
5½	.73
5¾	.77
6	.80
6¼	.83
6½	.87
6¾	.90
7	.93
7¼	.97
7½	1.00

NOTE: The formula is Hrs. worked ÷ 7½

ARTICLE 20

FRINGE BENEFITS AND OTHER ALLOWANCES

- A. The District shall provide a benefits package that includes full family medical, dental, and vision insurance for each member of the bargaining unit. The District shall contribute up to \$1290.39 per month for such benefits for the term of this Agreement. No residual benefit shall accrue to single employees.
- B. Teachers who work less than full time (1.0 FTE) will receive insurance benefits on a pro-rata basis.
- C. The current medical insurance carrier is the OEGB. ~~The LCEA shall select the plans available for bargaining unit members per the provisions established by OEGB.~~ Dental, Vision and Life insurance (long-term disability) are currently part of the fringe benefit package offered by LCSD to the bargaining unit.
- D. Teachers may participate in an IRS Section 125 account by appropriate payroll deductions. The plan to be offered will include accounts for chiropractic care, medical, dental, and vision premiums (above the cap) by way of pre-taxed payroll deductions, and such other accounts as are approved by the District.
- E. Members of the Association will participate in the LCSD Insurance Committee to continually evaluate and improve insurance options. Benefit or plan changes require the approval of both the Association and the District's Board of Directors.
- F. Bargaining unit members who would otherwise be categorized as "double-covered" and can provide proof of health insurance through a spouse or domestic partner may elect to opt-out of district provided health insurance. Members who elect to opt-out shall receive a district contribution equal to 50% of the employee's current insurance cap into an HRA (Health Reimbursement Account). The District shall retain the remaining 50% in the form of savings. Any member who pursues an opt-out based on proof of coverage through a domestic partner shall be informed prior to the completion of the opt-out that their insurance benefit will be subject to the federal taxation.
- G. For the terms of this Agreement, the parties will designate MODA Plan G as the preferred district major medical plan for bargaining unit members.
 - 1. Members enrolling in plan G for medical insurance coverage shall also be eligible to participate in the District sponsored group HRA account.
 - 2. The purpose of the group HRA is to provide reimbursements to members enrolled in plan G such that the annual deductible amounts and the annual out of pocket maximum amounts are substantially equivalent to the levels provided by Moda plan C.
 - 3. Group HRA reimbursements are available only for costs that are allowable under Moda plan C coverage. Specifically not allowed for reimbursement are copayments

for prescriptions, copayments for medical services; over the counter medications or medical supplies.

4. The District will contribute to the group HRA account.
 5. In the event OEBC substantially alters the designs of Plan G and C during the terms of this Agreement, Plan G and C will be replaced with the corresponding plans that most closely match the annual deductible amounts and the annual out of pocket maximums of Plans G and C.
 6. The District will assume all financial risk in the event the group HRA does not perform as anticipated. The District may discontinue the group HRA at the conclusion of any plan year by providing notice to the Association by June 1 of that year.
 7. All fees, taxes, and premiums will be considered part of the District's maximum contribution.
- H. Those members who selected an HSA compatible insurance plan in 2014-15 will be allowed to continue to select an HSA compatible plan in each year of this contract. This plan will not be available to new members. ~~If a member selects a HSA compatible insurance plan.~~ The district will contribute the difference between the employee's current insurance cap and the actual premium into the member's HSA account up to the allowable annual maximum contribution.

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, in-service 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 shall create a district professional development committee for teachers to collaborate on providing professional development opportunities that are provided district-wide. Professional development needs will be informed by the data from summative evaluations, building identified needs, and other appropriate measures approved by the District. Teacher participants shall be selected through a process of submitting a letter of interest to their principal, along with a peer recommendation, and the principal will make a recommendation to the Superintendent's designee. Appointment to this committee will be reviewed annually by each building principal, to adjust to building changes. Teachers will be compensated at curriculum rate for participation on this committee.

Building administrators will design a process for gathering input from staff regarding the professional development needs of the building.

APPENDIX A

2015-2016 Salary	—BA	BA+24	BA+45	BA+60	MA	MA+45	PHD
Year 1	\$35,579	\$37,179	\$38,777	\$40,380	\$41,982	\$45,183	-
Year 2	\$37,180	\$38,778	\$40,378	\$41,983	\$43,581	\$46,782	-
Year 3	\$38,779	\$40,379	\$41,981	\$43,583	\$45,185	\$48,387	-
Year 4	\$40,380	\$41,982	\$43,581	\$45,186	\$46,785	\$49,988	-
Year 5	\$41,983	\$43,582	\$45,185	\$46,786	\$48,389	\$51,588	-
Year 6	\$43,583	\$45,186	\$46,784	\$48,391	\$49,991	\$53,193	-
Year 7	\$45,187	\$46,785	\$48,389	\$49,992	\$51,591	\$54,794	-
Year 8	\$46,850	\$48,390	\$49,991	\$51,592	\$53,242	\$56,443	-
Year 9	\$48,574	\$50,050	\$51,645	\$53,243	\$54,945	\$58,142	-
Year 10	\$50,361	\$51,766	\$53,355	\$54,947	\$56,704	\$59,892	-
Year 11	\$52,353	\$53,980	\$55,121	\$56,705	\$58,518	\$61,695	-
Year 12	\$52,353	\$53,980	\$56,945	\$58,520	\$60,391	\$63,552	-
Year 13	\$52,353	\$53,980	\$58,855	\$60,392	\$62,323	\$65,465	-
Year 14	\$52,353	\$53,980	\$58,855	\$62,325	\$64,318	\$67,435	-
Year 15	\$52,353	\$53,980	\$58,855	\$62,325	\$66,376	\$69,465	\$3,405

2015-2018 Salary Schedule

	BA	MA	MA+45
1	\$ 39,000	\$ 44,000	\$ 46,000
2	\$ 40,170	\$ 45,320	\$ 47,380
3	\$ 41,375	\$ 46,680	\$ 48,801
4	\$ 42,616	\$ 48,080	\$ 50,265
5	\$ 43,895	\$ 49,522	\$ 51,773
6	\$ 45,212	\$ 51,008	\$ 53,327
7	\$ 46,568	\$ 52,538	\$ 54,926
8	\$ 47,965	\$ 54,114	\$ 56,574
9	\$ 49,404	\$ 55,738	\$ 58,271
10	\$ 50,886	\$ 57,410	\$ 60,020
11	\$ 52,413	\$ 59,132	\$ 61,820
12	\$ 53,985	\$ 60,906	\$ 63,675
13	\$ 55,605	\$ 62,733	\$ 65,585
14	\$ 57,273	\$ 64,615	\$ 67,553
15	\$ 58,991	\$ 66,554	\$ 69,579
16	\$ 60,761	\$ 68,551	\$ 71,667
17	\$ 62,584	\$ 70,607	\$ 73,816
18	\$ 64,461	\$ 72,725	\$ 76,031
19	\$ 66,395	\$ 74,907	\$ 78,312
20	\$ 68,387	\$ 77,154	\$ 80,661

Added stipends (value added) for:

➤ **Tier I - \$3,000**

- - National Board Certificate
- - PHD
- - School Psychologist
- - SLP/CCC Certification

➤ **Tier II - \$2,000**

- - Advanced Math Endorsement
- - Advanced Science Endorsement
- - Dual Credit/College course Teachers

- **Tier III - \$750**
- - Bilingual Endorsement
- - ESOL
- - Reading Endorsements
- - Special Education Teachers
- - Teacher Leaders

APPENDIX B

EXTRA-CURRICULAR SALARY SCHEDULE FOR 2014-15 (SUBCOMMITTEE for definitions, job descriptions, participant matrix per Policy IGD-AR)

	Column A	Column B	Column C	Column D	Column E	Column F Middle School	Column G Middle School
	Activities Coordinator	Head Football Head Volleyball Head Basketball Head Wrestling Head Baseball Head Softball Head Track Band & Vocal (HS) Comp/Cheerleading	Head Cross-Country Head Golf Head Swimming Head Soccer Assistant Football Assistant Volleyball Assistant Basketball Assistant Wrestling Assistant Baseball Assistant Softball Assistant Track Band- only (HS) Vocal Music- only (HS) Drama (HS)	Forensics Teacher-in-Charge Newspaper (HS) Annual (HS) Dance/Drill Team Student Council (HS) Rally Advisor (season) Band- only (MS) Vocal Music- only (MS) Drama (MS) Assistant Soccer Asst. Cross Country Asst. Comp/Cheer Assistant Golf Assistant Swim Culinary Arts	Newspaper (MS) Annual (MS) Student Council (MS) Intramural Coord. (MS) Assessment Coord. Web Master or Tech Rep Band & Vocal (Elem) Competitive Club	Head Football Head Volleyball Head Basketball Head Wrestling Head Baseball Head Softball Head Track	Assist Football Assist Volleyball Assist Basketball Assist Wrestling Assist Baseball Assist Softball Assist Track
Base=	\$34,539 0.13	0.85	0.6	0.25	0.15	0.43	0.31
Step*							
0	\$4,512	\$3,836	\$2,707	\$1,129	\$677	\$1,941	\$1,399
1	\$4,739	\$4,047	\$2,857	\$1,191	\$714	\$2,047	\$1,477
2	\$4,739	\$4,047	\$2,857	\$1,191	\$714	\$2,047	\$1,477
3	\$4,975	\$4,250	\$3,000	\$1,250	\$750	\$2,150	\$1,550
4	\$4,975	\$4,250	\$3,000	\$1,250	\$750	\$2,150	\$1,550
5	\$5,224	\$4,462	\$3,150	\$1,312	\$788	\$2,257	\$1,627
6	\$5,224	\$4,462	\$3,150	\$1,312	\$788	\$2,257	\$1,627
7	\$5,485	\$4,685	\$3,308	\$1,378	\$827	\$2,370	\$1,709
8	\$5,485	\$4,685	\$3,308	\$1,378	\$827	\$2,370	\$1,709
9	\$5,760	\$4,920	\$3,472	\$1,447	\$869	\$2,489	\$1,794
10	\$5,760	\$4,920	\$3,472	\$1,447	\$869	\$2,489	\$1,794

*Consecutive years of previous experience with this same position at the same school.

1. The number of assistant coaches to be hired will be the judgment of the school's Athletic Director and Principal.
This will be based on the number of active participants in the program.
2. The school's Athletic Director and Principal may place a coach on any step they feel is appropriate, given that coach's prior experience
3. Coaching contracts are one-year contracts. Coaches may be terminated without cause.
Fall Sports –September-October-November pay dates Winter Sports – December-January-February pay
dates Spring Sports – March-April-May pay dates
4. The above positions are duties that regularly extend above and beyond the classroom or regular work day.
5. District may pro-rate stipends based on criteria.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Association has caused this Agreement to be signed by its President and Negotiations Chairperson and the Board has caused this Agreement to be signed by its Board Chairperson, attested by its Superintendent.

LINCOLN COUNTY EDUCATION
ASSOCIATION

LINCOLN COUNTY SCHOOL DISTRICT

By _____ By _____
President Board Chairperson

By _____ By _____
Negotiations Chairperson Superintendent

Date

Date