

CONTRACT BETWEEN

LANE UNIFIED BARGAINING COUNCIL / JUNCTION CITY EDUCATION ASSOCIATION

and

JUNCTION CITY SCHOOL DISTRICT 69

LANE COUNTY, OREGON

JULY 1, 2017 THROUGH JUNE 30, 2019

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PREAMBLE

This Agreement is entered into between the School Board of District No. 69, Junction City, Lane County, Oregon, herein referred to as the “Board” or “District” and the Lane Unified Bargaining Council (referred to as the “Council”) / Junction City Education Association (referred to as the “Association”, or “JCEA” when it is intended that the specific reference is to the local association only).

ARTICLE 1

RECOGNITION

- A. The Board recognizes the Council / Association as the exclusive bargaining representative for all licensed teachers, counselors, media specialists, school nurses, dean of students, and speech language pathologists, including temporaries, substitutes, and employees hired to work after retirement as outlined below and as modified by other provisions of this Agreement.
- B. There shall be two signed copies of the final Agreement for the purpose of records. One shall be retained by the District and one by the Association.
- C. Following the execution of this Agreement, the District shall furnish a copy to each member to be used for the life of the Agreement. The District shall furnish newly hired members a copy of the Agreement at the time they are inserviced.
- D. Definitions:
For this contract, the following definitions apply unless otherwise indicated:
1. Substitute: Anyone employed to take the place of a regular employee who is temporarily absent. A substitute shall become a member of the bargaining unit on the sixty-first consecutive work day in the same assignment.
 2. Temporary: Anyone employed to fill a position designated as temporary or experimental or to fill a vacancy which occurs after the opening of school, because of unanticipated enrollment or because of the death, disability, retirement, resignation, or employment termination of a regular employee. Temporaries are members of the bargaining unit from the first day of work. Temporary positions less than 60 days do not have to be posted.
 3. Upon becoming members of the bargaining unit, substitutes, temporaries, and rehired retirees shall be covered by all provisions of this agreement except Article 20 – Reduction in Force and Article 22 – Assignments and Transfer.
- E. The term “employee” when used in this Agreement, unless specified otherwise, shall refer to all unit members represented by the Lane Unified Bargaining Council / Junction City Education Association in the bargaining unit as defined above.

ARTICLE 2

NEGOTIATION OF A SUCCESSOR AGREEMENT

- A. Deadline Date: The parties agree that either party will provide notice of the intent to enter into collective bargaining over a successor Agreement on or about December 1 prior to the expiration of this Agreement. The parties further agree to begin negotiations for a successor Agreement by February 1 prior to the expiration of the Agreement. Any Agreement so negotiated shall be reduced to writing after ratification by the parties.

- B. 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.

ARTICLE 3

DISTRICT FUNCTIONS

- A. 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 LAW.**
- B. Without limiting the generality of the foregoing (paragraph A), it is expressly recognized that the Board's operational and managerial responsibility includes:
1. The right to determine location of the schools and other facilities of the school system.
 2. The determination of the financial policies of the District, including the general accounting procedures, inventory of supplies and equipment procedures, and public relations.
 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, control and use of the school system, properties and facilities.
 5. The determination of safety, health, and property protection where legal responsibility of the Board or other governmental unit is involved.
 6. The right to enforce 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, or discipline 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 a District evaluation procedure pursuant to ORS 342.850.
 10. The right to schedule classes, assign workloads, and the approval and authorization of textbooks, teaching aids and materials, and subjects to be taught.

ARTICLE 4

ASSOCIATION RIGHTS

- A. Information: The Association is entitled to all public information contained in District records. The District will provide prior notice to the Association if the District intends to impose a charge for compilation and copying of information.
- B. Association Leave: The JCEA shall be allowed up to ten (10) days of release time in non-bargaining years and twenty (20) days during bargaining years for the purposes of negotiation agreements and/or pursuing grievances through all steps of the grievance procedure.
- C. School Buildings: The JCEA and its representative will have the right to use school buildings at reasonable hours for meetings. The principal of the building in question shall be notified in advance of the time and place of all such meetings and shall approve such use unless the requested facilities are already scheduled for use.
- D. School Equipment: The JCEA has the right to use school equipment and supplies. There may be reasonable costs for use of some facilities and equipment as determined by the administration. Any Association use of the District e-mail system must comply with the District's acceptable computer use policy.
- E. Association Communication: The Association shall have in each school building the use of bulletin boards for posting notices and information relative to Association business.

The Association shall have the right to use the school mailboxes. The JCEA will be able to make general announcements at the end of building staff meetings with prior notice to the administrator.

- F. Placing Items on Agenda: The Association has the right the same as any citizen to have items placed on the Board agenda as per District policy.
- G. Attendance Association Meetings: Teachers may attend local Association meetings after their respective buildings have generally cleared of students when their attendance at such meetings does not conflict with other school activities. As a general rule, teachers wishing to attend such meetings should request permission from their respective principals two days prior to the meeting.

Except in the event of an emergency, the third Wednesday of each month, starting at 3:30 p.m. is reserved for JCEA meetings. The District will avoid scheduling meetings or events during those times.

- H. Unpaid Leave: The District may authorize an unpaid leave of absence in increments of one or two years for Association leave.
- I. New Teacher Orientations: The Association shall have access to teachers new to the District for one hour at the lunch period during the New Teacher Orientation Day.
- J. Other Association Leave: The JCEA will be allowed up to eight (8) days per year for any release time not subject to the provisions of subsection B of this article. The JCEA will reimburse the District for any substitute costs related to the use of this leave.

ARTICLE 5

COMPLIANCE BETWEEN INDIVIDUAL CONTRACT & MASTER AGREEMENT

Any individual contract between the Board and an individual teacher covering the same period of time covered by this Agreement shall be subject to and consistent with terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

ARTICLE 6

GRIEVANCE PROCEDURES

SECTION 1 – Definitions

- A. “Grievance” shall mean an allegation by an employee(s) or the JCEA that there has been a violation or inequitable application of any provisions of the Contract.
- B. “Aggrieved” is the person(s) or the JCEA who has the grievance and is presenting the complaint, also referred to as the “complainant”.
- C. The “Party in Interest” is either the person or persons making the complaint or the party responding to the complaint.
- 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 or supervisory responsibilities over the aggrieved.
 - 1. The term “immediate supervisor”, as it appears in Article 6, Section III (A) and (B) shall be defined as the Superintendent of the District in such cases that a grievance arises out of an alleged contract violation resulting from an act or omission of the District Board of Directors or the District Superintendent. The term may include the Director of Special Education in such situations where a grievant is a special education teacher and the grievance in question involves an act or omission by the Director of Special Education that has allegedly violated a provision in the Contract.
 - 2. In all other circumstances, the term “immediate supervisor”, as it appears in Article 6, Section III (A) and (B), shall be defined as the building level administrator with direct supervisory responsibility of the grievant.
- F. “Days” – The term “days” when used in the article shall, except where otherwise indicated, mean normal District business days.
- G. “Persons Officially Involved” means the superintendent or designee, the appointed representatives, the aggrieved, and witnesses.

SECTION II – 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 (for example, during summer break) of the parties involved at any level of the procedures.
- B. All parties in interest have a right to an Association representative of their choosing and/or Association designated legal counsel at each level of these grievance procedures.
- C. There shall be no restraint, interference, discrimination, or reprisal exerted on any employee choosing to use these procedures for resolution of grievances.

- D. Failure at any level of this procedure by the aggrieved 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 the procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the aggrieved to proceed to the next level.
- E. All documents, communications, and records of a grievance will be filed in the School District office separately from the personnel files. All charges resulting in disciplinary action shall be considered a permanent part of a teacher's personnel file and shall not be removed for any reason. A teacher shall have the right to attach the teacher's response, or other relevant documents, to any document placed in the personnel file.
- F. Forms for processing grievances shall be prepared by the superintendent or his/her representative in cooperation with the JCEA and will be printed and given appropriate distribution by the parties so as to facilitate operation of the grievance procedure.
- G. In the course of investigating any grievance, representatives of either party in interest who need to contact an employee or student in school, will contact the building supervisor of the building being visited and will state the purpose of the visit immediately upon arrival. The building administrator will ensure that any such request will comply with District policy.
- H. Every effort will be made by all parties to avoid interruption of classroom and/or any other school sponsored activities.
- I. Every effort will be made by all parties to avoid unnecessary involvement of students in the grievance procedure.
- J. The grievance will be processed at times which do not interfere with assigned duties of the grievant, the JCEA, and District representatives.
- K. Each grievance shall have to be initiated within ten (10) days after the occurrence of the cause for the complaint; however, if the aggrieved did not become aware of the occurrence until a later date, then he/she must initiate action within ten (10) days following his/her first knowledge of the cause. If the grievance occurs with less than ten (10) days remaining in the school year the aggrieved must initiate action within thirty (30) days of the occurrence of the cause for the complaint or the aggrieved's knowledge of the cause. If the supervisor is not scheduled to work in time to hear the Level One grievance, it may be initiated with another administrator authorized to hear grievances. In failing to thus initiate the action, he/she may be considered to have waived his/her grievance.
- L. Financial Responsibility: Each party shall pay any and all costs incurred by said party.
- M. The grievance procedure will not be used while an aggrieved is under jurisdiction of the courts or has resorted to the judicial process regarding the same issue as the grievance.

SECTION III – Levels of Grievance

A. Level One – Informal

- 1. The aggrieved will first discuss the grievance with the building principal or immediate supervisor, either individually or through the school grievance representative or accompanied by an Association representative and/or Association designated legal counsel, with the objective of resolving the matter informally. Failure of the grievant to meet at the informal level is a waiver of the grievance process.

B. Level Two

1. If the aggrieved is not satisfied with the disposition of the grievance, the aggrieved may file a written grievance with the immediate supervisor. This complaint shall contain: (1) A statement of the grievance; (2) The specific provision of the contract that has been violated; (3) Remedy being sought that would resolve the grievance. The immediate supervisor shall communicate the decision in writing within five (5) days to the aggrieved.
2. Within five (5) days of receipt of the decision rendered by the immediate supervisor, the aggrieved, if not satisfied with the decision of the immediate supervisor, may submit the grievance statement, in writing, to the superintendent or the superintendent's representative who has the administrative authority.
3. In situations where the Superintendent is properly identified as the "immediate supervisor", Level Three of the grievance procedure shall be omitted, and the Level Two decision of the superintendent may be appealed directly to Level Four, Board of Directors.

C. Level Three

1. Appeals to the superintendent shall be heard by the superintendent or his/her designee within ten (10) days of her/his receipt of the appeal. Written notice of the time and place of the hearing shall be given five (5) days prior thereto to the aggrieved, his/her Association representative and/or Association designated legal counsel, or any other persons officially involved in the grievance.
2. Attendance at the hearing of appeal shall be restricted to persons officially involved. Parties in interest may elect to call witnesses who shall appear individually at the hearing.
3. Within five (5) days of hearing the appeal, the superintendent or his/her designee shall communicate to the aggrieved and the Association a written decision, which shall include supporting reasons therefore.
4. If the aggrieved is not satisfied with the decision of the superintendent, the aggrieved may file a written appeal with the School Board within five (5) days from the receipt of the superintendent's decision. The appeal shall state the aggrieved's reasons for appealing the decision of the superintendent and request appeal to Level Four, School Board.

D. Level Four

1. Within five (5) days of the receipt of the appeal, the School District Board of Directors will notify all official parties of a hearing to be held within thirty (30) days of the receipt of the appeal. The Board will hold a hearing at which the parties may make argument, present evidence and exhibits, and call and cross-examine witnesses.
2. Within five (5) days following the hearing, the Board of Directors shall render a decision in writing to all official parties.

E. Level Five – Arbitration

1. If the JCEA is not satisfied with the disposition of the grievance at Level Four or if no decision has been rendered within ten (10) days after the hearing before the Board, the JCEA may, within five (5) days after a decision by the Board or fifteen (15) days after the hearing before the Board, whichever is sooner, request in writing to the superintendent that the grievance be submitted to arbitration.

2. If any question arises as to whether a particular dispute involves the interpretation of meaning or application of any of the provisions of this Agreement, such question shall first be ruled upon by the arbitrator selected to hear the dispute. In the event that the arbitrator rules that the grievance does not involve the interpretation, meaning, or application of any of the provisions of this Agreement, the grievance shall be considered to be resolved at that point without further hearing and in favor of the District. In the event the arbitrator rules that the grievance does involve interpretation, meaning, or application of any provision of this Agreement, the grievance will move forward.
3. Within ten (10) school days after such written notice of submission to arbitration, the superintendent and the JCEA will attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the ten-day (10) period, a request for a list of seven (7) arbitrators may be made to the Employment Relations Board by either party. The parties will then alternately strike names of arbitrators from the list of seven (7) to select an arbitrator.
4. The arbitrator so selected will confer with the representatives of the District and the JCEA and hold hearings promptly and will issue a decision not later than twenty (20) days from the date of the close of the hearings, or if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth the findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The arbitrator may not add to, delete from, or otherwise modify the terms and conditions of this Agreement. The decision of the arbitrator will be submitted to the District and the JCEA and will be final and binding upon both parties.
5. The costs for the services of the arbitrator, including per diem expenses, if any, and travel and subsistence expenses and the cost of the hearing room will be borne equally by the District and the JCEA. All other costs will be borne by the party incurring them.
6. Upon request, a preliminary list of witnesses who will be used in arbitration must be made known to the other party seventy-two (72) hours prior to the first arbitration session.

ARTICLE 7

SCHOOL WORK YEAR

The school work year for returning members shall not exceed one hundred ninety-one (191) days and will include five (5) paid holidays. The school work year for new members shall not exceed one hundred ninety-two (192) days and will include five (5) paid holidays. The five (5) paid holidays include: Labor Day, Veterans Day, Thanksgiving Day, New Year's Day, and Memorial Day.

At the middle school and high school, the District guarantees one (1) recordkeeping (grading) day at the end of each grading period (e.g. trimester).

At the elementary level, the District guarantees one (1) recordkeeping (grading) day within each grading period (e.g. trimester). This day shall be scheduled by mutual agreement between JCEA and the District.

ARTICLE 8

TEACHING HOURS AND TEACHING LOAD

- A. Length of Teacher Day: The normal work day for members shall be an eight-hour (8) continuous time period. The normal work day shall include a minimum one-half (1/2) hour duty free lunch period. Normal working hours will be observed on work days and conference days except where noted below.
- B. Exceptions:
1. Early Dismissal: Early dismissal times are designated by the administration. As a general rule, members will be authorized to leave their respective buildings after the building has been generally cleared of students on Fridays and days prior to the commencement of a vacation or holiday and members may leave early on other days with prior administrative approval.
 2. Meetings: The administration may require members to attend District or building staff meetings. Other meetings, such as open houses and student orientation, may be required. Meetings should occur on normal work days, not on holidays or weekends. Meetings can be scheduled before, during, or after school hours. As a general rule, meetings should not be scheduled for more than once a week and two days' advance notice should be given.
 3. Emergencies: The administration may make additional exceptions to the normal work day in cases of extreme emergency.
- C. Hours Outside the Contract Day: The administration may assign members to extracurricular, co-curricular, or non-professional extra duty activities which extend beyond the regular school day and for which no monetary compensation has been provided in Appendix C. As a general rule, administrators who wish to assign extra duty activities shall comply with the following procedure: (1) At least two (2) weeks prior to any anticipated activity, the administration will circulate a sign up list; (2) If after the list has circulated for one (1) week there are insufficient volunteers, the administration may assign extra duty activities. Members assigned extra duty hours by administration will be compensated at 78.5% of base hourly salary. The administration may, if it wishes, go outside the licensed staff for extra duty personnel and the administration may set compensation for these outside personnel as it sees fit.
- D. Preparation Period: Full-time teachers in grades kindergarten (K) through twelve (12) will be scheduled a minimum of thirty (30) continuous minutes as a preparation period each normal work day. The District will work toward equitable and adequate preparation time at each level. Each employee in the middle/high school will be guaranteed a minimum of one (1) class period of continuous preparation time within each student contact day.

Each employee in the elementary schools will be guaranteed a minimum of 200 minutes per week of preparation time. An average of 120 of those minutes per week will occur during the student contact day.

1. The parties have reviewed and agree to the following:
 - a) The District will have no obligation to provide above 120 minutes per week of preparation time during the student contact day;

- b) The District has the right to staff preparation time with classified, licensed, or some combination of the two;
 - c) The District has the right to schedule preparation time next to recess or lunches; and,
 - d) Recess and lunch minutes do not count toward the 120 minutes per week of preparation time during the student contact day.
- E. Itinerant Teachers: The District and the Association shall review the schedules and working conditions of any itinerant teachers who are required to travel between buildings to ensure compliance with the terms of the contract. This review shall typically occur during Labor-Management “Tea” meetings no later than October of each work year.
- F. Emergency School Closure: If the superintendent determines that schools are to be closed due to inclement weather or other unforeseen emergency situations, teachers shall not be required to report for duty and shall suffer no loss in pay, sick leave, or personal leave. However, the District reserves the right to make up such contract days without additional pay for teachers.
- G. Extended Student Absence: Teachers shall not be required to provide assignments for students absent more than ten (10) continuous days in a grading period, unless a student is receiving special education / 504 services or has a documented medical condition.

ARTICLE 9

COMPLAINT PROCEDURE

- A. Any incident or allegation which is to be investigated by city, county, or state authorities as a possible violation of law shall be excluded from the complaint procedure.
- B. If a complaint is made against a teacher to the administration, such complaint must be made in writing and signed by the complainant and shall be processed under the following circumstances:
 - 1. If the principal intends to make a record in the evaluation report of a complaint received concerning the teacher;
 - 2. If the principal intends to place a record of such complaint in the teacher's personnel file;
- C. Pursuant to B above, an initial conference shall be held with the teacher within ten (10) working days after the complaint is made to the administration. The teacher will be entitled to have an Association representative present.
- D. Any such complaint which the administration chooses not to discuss with the teacher or which is not discussed within the required time shall not be considered in the teacher's evaluation and shall not be used against the teacher in any subsequent action by the District.
- E. If a complaint is not resolved at the initial conference and further meetings are required to resolve the matter, the teacher will be entitled to have an Association representative present.
- F. Following the final conference, the teacher may make a written response, which shall be attached to and become part of the original complaint.
- G. If a concern about a bargaining unit member is brought to the administration and is further investigated and found to be valid by the administrator, the results of such an investigation may be reflected in an evaluation.

ARTICLE 10

TEACHER DISCIPLINE

- A. No teacher shall be disciplined or reprimanded without just cause. Any application of this paragraph shall be reasonably related to the seriousness of the teacher's offense and in accordance with the appropriate statute and District policies.
- B. The provisions of this section shall not apply to the dismissal or non-renewal of probationary teachers, or the dismissal or non-extension of a contract teacher for reasons other than discipline.
- C. In the case of a dismissal or non-extension of a contract teacher for disciplinary reasons, the teacher and the Association shall elect either arbitration, using the just cause standard, or the Oregon Accountability for Schools for the 21st Century Law for a remedy, but not both. The arbitrator shall have, as a remedy, the authority to reinstate teachers.
- D. Layoffs for all teachers, both probationary and contract, shall be covered under Article 20, Reduction in Force, and shall not be subject to the provisions of this article.
- E. In any meeting involving actual or potential discipline, the following apply: (1) The employee shall be given prior written notice of the reason(s) for such meeting, and (2) the employee shall be entitled to have a representative of the Association and/or legal counsel present for advice. A general statement forming the basis for said meeting will be made available to the professional employee at the time a written notice of the meeting is issued.

ARTICLE 11

SICK LEAVE

- A. Members who are absent because of personal illness or for the following reasons as set forth in the Oregon Sick Time Law shall receive compensation during such absence in accordance with the provisions and reservations pertaining to sick leave allowance.
1. For care of an immediate family member with a mental or physical illness, injury or health condition;
 2. To care for an infant or newly adopted child under 18 years of age, or for a newly placed foster child;
 3. To deal with the death of an immediate family member by attending the funeral or alternative to a funeral, making arrangements necessitated by the death of the family member, or grieving the death of the family member;
 4. Where the employee is a victim of domestic violence, harassment, sexual assault, or stalking in accordance with ORS 659A.272; or
 5. Due to the closure of the employee's place of business or the school or place of care of the employee's child due to a public health emergency.
 6. In the event emergency conditions arise, an extension of family illness leave may be granted based upon individual merit of the request by the superintendent.
- B. Sick leave may be used without loss of pay, up to the total days accumulated. Any absence authorized as sick leave which is in excess of the employee's accumulated sick leave shall be without pay. An employee who is absent five (5) consecutive days on sick leave may be required to furnish a statement from the attending physician that the illness, injury, or maternity related disability prevents the employee from working.
1. All members shall be granted ten (10) days' sick leave during each school year. Such sick leave shall be credited to said members on the first school day of the fall semester. In case of members who begin service after the beginning of the school year, sick leave shall be credited on the first day of active service and shall consist of one day for each payroll month remaining in the school year, not to exceed ten (10) days. Members who leave employment with the District and who have used more sick leave days than have been earned as of their separation from the District shall have an amount equivalent to those unearned sick leave days withheld from their final paycheck, less the number of days granted for their use from the Sick Leave Bank.
 2. Sick leave not taken shall accumulate.
 3. Members employed by the District shall receive full credit for any sick leave that they have accumulated for retirement purposes while employed by other Oregon school districts, but not in excess of ten (10) days per year of such employment.
 4. The District will permit a school employee to take up to 75 days sick leave accumulated in other Oregon districts. The accumulation shall not exceed that carried by the most recent employing district. Sick leave from other Oregon school districts shall not be effective until the teacher has completed thirty (30) working days in the District.

5. A member who has accumulated sick leave during employment in a district outside the state of Oregon and who was so employed during the preceding year, shall, upon proper verification, be allowed the number of sick leave days accumulated except that no more than twenty (20) days shall be credited to the teacher.

C. Definition of Immediate Family

1. The immediate family shall be defined as spouse/domestic partner, father, mother, brother, sister, son or daughter and like in-laws, grandmother, grandfather, grandchild, stepson, stepdaughter, other significant person responsible for the rearing of the employee, or a member of the immediate household whose official residence is the same as that of the employee.

- D. Injury on Duty: Absence due to a compensable injury as defined in ORS 656.002(6) and incurred in the course of the member's employment shall be charged against the member's accrued sick leave days in the amount necessary to prevent the member from suffering a loss in pay. The District shall pay to such teacher the difference between the regular salary and the benefits received under the Oregon Workmen's Compensation Law for as long as the member has sufficient sick leave available. The take home pay (net pay minus workmen's compensation) will be the same as before injury until no available sick leave remains.

- E. Absence Due to Quarantine: A member absent from work and who is not ill but solely as the result of quarantine declared by a public health official shall receive full pay during the period of quarantine. The absence will not be charged against the member's accumulated sick leave.

- F. Notification of Accumulated Sick Leave: By September of each year, a written accounting of the use and accumulation of sick leave shall be given to each member.

- G. All parties henceforth agree that members may elect to use their accumulated unused sick leave for the purpose of increasing benefits upon service or disability retirement pursuant to the provisions of ORS 237.153. The Sick Leave Bank Board agrees to notify the Public Employees Retirement System of this Agreement.

- H. Sick Leave Bank: The purpose of the Sick Leave Bank shall be to extend to those teachers who choose to participate, additional sick leave days should a catastrophic illness or injury exhaust their accumulated sick leave days.

On or before October 31 of each year, each JCEA member may contribute eight (8) hours of his/her sick leave allowance to a common bank and further yearly contributions shall be limited to the number of hours necessary to bring the bank back to its established maximum. August 10 to September 10 of each year will be an open enrollment period for licensed staff eligible for membership in the Association who wish to become a member of the Sick Leave Bank through contribution of eight (8) hours of sick leave. Continuation as a member of the bank may require additional contributions of sick leave time. A new employee shall be allowed to join the bank by contributing eight (8) hours of his/her sick leave allowance, provided he/she elects to do so within thirty (30) days of the date of employment. No temporary teacher contracted for less than a full school year shall be eligible for membership in the bank. Whenever the total number of sick leave hours in the bank drops below four (4) hours per member of the bank, the Sick Leave Bank shall be replenished by assessing each member eight (8) hours of sick leave time. All sick leave contributions and assessments to the Sick Leave Bank are irrevocable.

Only teachers who are current members of the bank may apply for days from the bank.

The maximum number of hours that may be accumulated by the bank would be eight (8) times the number of licensed teaching staff.

Members of the bank may receive time from the bank only after they have exhausted all available paid leave. Sick leave days will then be charged to the bank until the member returns to work or has used a maximum of 480 hours. No member who has established eligibility for long-term disability or PERS disability may receive days from the Sick Leave Bank.

Governance of the Sick Leave Bank shall be by a Sick Leave Bank Board, composed of one member representing the administration and two members appointed by the Association; thus the Sick Leave Bank Board shall consist of three members. An additional District representative may serve as a non-voting member for the purpose of providing information. The Sick Leave Bank Board will evaluate requests for Sick Leave Bank withdrawals, shall give due consideration to all applicants, and exercise reasonable discretion in granting or denying requests.

When a teacher applies for time, he/she must furnish a doctor's (physician's) certification that the illness or injury is of a catastrophic nature and medical treatment cannot be delayed until the next vacation period or the following summer. The Board shall strictly apply the provisions of this paragraph and, if necessary, may consult with an appropriate specialist.

The District Office shall be notified by the Board of any request approval and the resulting hours will be charged to the bank until the member returns to work or has used his/her maximum.

The District shall keep accurate record of leave accumulated by the bank and of sick leave used by the bank. Annually, the District shall notify the Board, in writing, of accumulated days and days charged to the bank that year.

Membership in the Sick Leave Bank shall be terminated by written request of the member, lack of required donation of days, or by termination of employment. Previously donated days shall remain in the bank.

Administrative procedures and forms will be provided by the District.

The Council will hold the District harmless against any claim or suit brought against the District on account of this provision including the full reimbursement for the cost of any back wages, sick leave reimbursement, or other actions which the District might be required to take in order to comply with a court order, settlement, or other resolution of any claim or suit, provided the District notifies the Council in a timely manner of any claim or suit that has been filed against it. Denial of a request to receive days from the Sick Leave Bank may not be grieved under this Contract.

ARTICLE 12

PAID LEAVES OF ABSENCE

- A. Personal Business Leave: Two (2) days of personal leave are available to each employee to be used for personal business, legal, or emergency affairs that cannot be done after school hours or on weekends. This leave with pay is not to be used for Association meetings and is non-accumulative. No more than ten percent (10%) or 2.0 FTE, whichever is more, of the teachers of the building may be absent on any one day. A teacher planning to take personal leave shall give the building principal two (2) days' notice, in writing. (It is understood that where emergency affairs require an employee's absence, the District will waive the requirement for two days' prior written notice.) Employees shall be afforded the opportunity to request from the superintendent additional time if needed.
- B. Bereavement Leave: Bereavement leave with pay, necessary time of not to exceed five (5) days per bereavement, shall be granted each employee due to the death of a member of the immediate family. The immediate family shall be defined as spouse, father, mother, brother, sister, son, or daughter and like in-laws, grandmother, grandfather, stepson, stepdaughter, other significant person responsible for the rearing of the employee, or a member of the immediate household whose official residence is the same as that of the employee. The purpose of this leave is to allow the employee the necessary time to attend the funeral and to take care of other necessary arrangements.
- C. Jury and Legal Leave: An employee shall be granted a leave with pay for service on a jury and for appearance before a court as a disinterested witness, provided any appearance fees received are turned over to the District. If the employee is released from such service at a time which would allow him/her to return to work one-half day or more, the employee shall do so.

ARTICLE 13

LEAVES OF ABSENCE – GENERAL

- A. A request for a leave of absence without pay by a licensed employee shall be made, in writing, and will be approved or denied on a case by case basis by the Board upon the recommendation of the superintendent. The disposition of the request will be written into the official minutes of the meeting. When a requested leave is denied, the employee will be given the reasons for the denial in writing. Leaves of absence, requested annually, may be granted for: (1) Professional study; (2) travel; (3) foreign teaching; (4) political; (5) parenting; and (6) personal.
- B. A teacher who is on leave shall notify the District in writing of his/her intent to return for the following year on or before March 1.
- C. Members returning from leave for any of the above reasons shall be placed on the first step of the salary schedule above the one they completed before leaving. The District shall make a reasonable effort to consider the wishes of members returning from the above leave when placing them in an assignment.
- D. Eligible employees will be granted leave under the Family Medical Leave Act (FMLA) and/or the Oregon Family Leave Act (OFLA) ORS 695A.150 to ORS 695.186.
- E. Eligible employees will be granted leave for domestic violence, harassment, sexual assault or stalking under ORS 659A.270 to 659A.285. Employees may use any paid accrued leave that is offered by the District for the purpose described in statute.
- F. Military leave shall be granted in accordance with state and federal law.

ARTICLE 14

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. Payment of Expenses: The District will pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, inservice training sessions, or other such sessions which a teacher is required to take by the administration.
- B. Inservice Workshops, Conferences, Programs: The District will consider an Association request to arrange inservice courses, workshops, conferences, and programs designated to improve the quality of instruction.
- C. Continued Training, Special Needs: The District will provide staff development funding for special needs training and training related to the meeting of the “highly qualified teacher” standard, in addition to other staff development monies, to assist classroom teachers and special education teachers. A committee comprised of one (1) administrator appointed by the District and one (1) teacher from each building will decide how the annual \$5,000 is appropriated to requesting staff for special needs training. Teachers may use this fund for classes, planning time, observations, consultations, or other support activities deemed necessary by the committee. The committee must develop approved criteria and a process for considering requests prior to any money being approved for spending purposes. Annually, the District will appropriate and administer an additional \$5,000 for the purpose of supporting professional development.
- D. Statewide Inservice day shall be a non-contract day.
- E. Any university credit hours will be retained by the District. The District will inform the cooperating teacher in writing of his or her first right of refusal to these credit hours and when those hours will expire. If the cooperating teacher accepts the hours, the District will retain those hours for that teacher’s use. If the cooperating teacher declines the hours, the District will deliver the hours to a committee under the charge of the JCEA. The JCEA will accept applications for the hours from members of the bargaining unit and shall retain the final right to distribute those hours as deemed appropriate by the committee and subject to the terms outlined in the agreements with the universities.
- The District shall provide the Association with copies of information related to cooperating teacher agreements that it receives from participating universities including any pertinent changes to the policies. It is understood that the District will not be held liable for prior compensation if a participating university alters its terms for cooperating teacher agreements.
- F. ETS AP Test Reading: Junction City School District teachers who have taught an AP course for at least three (3) years, shall be allowed to participate in AP test reading once every five (5) years. The District will grant the teacher a five (5) day unpaid leave of absence, and will provide the substitute coverage at the District’s expense. The District shall not be required to provide more than one such unpaid leave per year. The teacher shall retain the stipend check provided by ETS and the teacher shall be responsible for any taxes or other payroll liability as a result of their earning this stipend.

ARTICLE 15

EDUCATIONAL IMPROVEMENT LEAVE

- A. A member who has completed three (3) years' service in the District may request a one (1) year absence for educational improvement. Approval may be made by the Board after recommendation of the principal and the superintendent and will be based upon fiscal and educational needs of the District. During such leaves, members shall be considered to be in the employ of the Board and shall be paid an amount to be negotiated by the member and the Board. Fringe benefits shall also be negotiated. Request for educational improvement leaves will be made in writing to the Board.

- B. Upon return from educational leave, a member shall be placed on the salary schedule at the level which would have been achieved had the member remained actively employed in the system during the period of his/her absence. Members who are granted educational leaves of absence agree to return to the active employ of the District for a minimum of two (2) years following their leave of absence.

ARTICLE 16

MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

Definition of Responsibilities: A definition of the duties and responsibilities of all administrators and members pertaining to student discipline shall be reduced to writing by the administrator of each school and presented to each teacher at the start of each school year.

ARTICLE 17

PERSONAL FREEDOM

- A. Employees shall be entitled to full rights to citizenship and no personal, religious, or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such employee, providing said employee activities do not violate any local, state, or federal laws or interfere with instructional duties or responsibilities.

- B. The intellectual property and proprietary rights of employees with respect to the creation of original material shall be governed by applicable Board policy and administrative regulations. Employees shall retain proprietary rights and responsibility for material and/or products created solely on their own personal, non-contractual time, using non-school resources.

ARTICLE 18

NO STRIKE

During the term of this Agreement, neither the Association nor individuals in the bargaining unit will initiate, cause, or participate in any strike, work stoppage, slowdown, picketing, or blue flu regarding a dispute of agreements in this contract. There will be no lockout of faculty members in the unit by the Board as a consequence of any dispute arising during the period of this Agreement.

ARTICLE 19

JOB SHARING

- A. Purpose: The purpose for job sharing is to provide employment alternatives for competent teachers who do not desire full-time employment.
- B. Description: Two teachers share the responsibility usually assigned to one full-time teacher. Both teachers are required to work two full days the first full week of student attendance, attend student conferences, help plan and attend open houses, attend inservice days required by law, and work his/her share of additional student days.
- C. Creation of Positions: Teachers wishing to create a job sharing position must first gain approval from the administration. Before the position is officially created, the job sharing teachers must gain approval from the administration for their proposed schedule. Typically, this process will be completed at least one week prior to the beginning of inservice week.
- D. Compensation: The pay will be apportioned according to each teacher's share of the job. Example: Half-time partners will each receive half salary at the appropriate step for each teacher. A teacher working three-fifths (3/5) with a two-fifths (2/5) partner will receive three-fifths (3/5) salary at his/her appropriate step and the two-fifths (2/5) partner will receive two-fifths (2/5) salary at his/her appropriate step.
- E. Teacher Status: When a full-time teacher's job sharing application is first approved, the teacher shall be granted a one-year leave of absence for the portion of the year that he/she will no longer be working (normally a one-half time leave). If the teacher's job share status is approved for continuation beyond the first year, he/she may request a leave extension up to one (1) year which the District may grant at its discretion. Upon expiration of the leave and provided the teacher continues in a job share status, the teacher shall, from that point forward, relinquish his/her status as a full-time regular or probationary teacher and assume the same (regular or probationary) status as a part-time teacher. Each teacher will advance one step each school year and receive appropriate pay at the advanced step.
- F. Fringe Benefits: Job sharing teachers will receive insurance benefits equivalent to that received by one (1) full-time member, the division of insurance benefits will be negotiated by the job sharing teachers and approved by the District.

Job share teachers will receive sick leave days as follows: 1/2 time = five (5) days per year; 3/5 time = six (6) days per year; 2/5 time = four (4) days per year.

All job sharing teachers will receive one (1) personal day per year.

ARTICLE 20

REDUCTION IN FORCE

- A. In the event the Board, in its discretion, determines that a layoff is necessary, the layoff shall be for non-personal reasons and the affected employees and Association shall be notified at least sixty (60) days prior to the effective date of the layoff. In the event of unexpected lack of funds, however, this notice shall be as soon as practicable. The Board will then layoff teachers utilizing the criteria found in ORS 342.934 except that “merit” as defined in (9)(b) thereof shall not be considered.
- B. Procedure for Layoff: The current language of ORS 342.934, Section 15 is incorporated by reference. This language from Section 15 shall not be changed except by written agreement between the parties to this Agreement. See Appendix D for the complete text of the Section 15 language. When conducting a layoff of licensed employees, the District shall utilize the following in determining employees to be retained:
1. Seniority: Seniority shall be defined as the member’s total length of continuous service in the District in a licensed bargaining unit position. Seniority will be computed and will accrue beginning with the most recent date of actual service with the District. Ties shall be broken by drawing lots. Seniority shall continue to accrue during paid leave periods. Seniority shall continue to accrue during leaves and authorized leaves of absence shall not be considered to “break” continuity of employment.
 2. A member with more seniority, whose position is being eliminated as a result of a reduction in force, shall have the right to displace a less senior member whose assignment the more senior employee is licensed and endorsed to fill.
 3. If the District desires to retain a member with less seniority than a teacher scheduled for layoff under this Article, the District shall determine that the member being retained has more competence than the member with more seniority who is being laid off.
 4. If the District elects to utilize competence, “grade level” shall be defined as any grade that the member who is scheduled for layoff has been assigned to within the past five (5) years, as well as the grade directly above and directly below that grade, so long as the employee is licensed and endorsed to fill the position.
- C. Recall: If within twenty-seven (27) months of layoff a vacancy occurs within the District for which a laid-off teacher is qualified and licensed, the recall procedure outlined below will be followed.
1. The District will institute a recall procedure which will ensure that teachers be recalled in the inverse order of layoff, provided the teacher is qualified to fill the position in question.
 2. At the time of layoff, the District shall provide for laid-off teachers to express in writing a desire to return to the District. The District shall also receive the teacher’s address for recall notification.

In the event of a recall, the District shall notify the teacher who has expressed a desire to return to the District of the recall by certified mail, return receipt requested, sent to the last address given by the teacher to the District Office. The teacher will have fifteen (15) calendar days from the date of mailing to notify the District of intent to return. The teacher must, thereafter, return within thirty (30) days from the date the recall notice was received or sixty (60) days if the teacher is required to give notice to another district. Failure of the teacher to meet the above timeline shall terminate the teacher’s employment as a voluntary resignation.

3. All benefits to which a teacher was entitled at the time of layoff, including unused accumulated sick leave, will be restored to the teacher upon the teacher's return to active employment, provided those benefits are still in effect, and the teacher will be placed on the proper step of the salary schedule for the teacher's current position according to the teacher's experience and education.
 4. The District shall continue to pay insurance benefits on behalf of the teacher for a period of three (3) months for probationary and contract teachers who complete the school year prior to being laid off (the three months shall be July, August, and September). Teachers who are laid off prior to the conclusion of a school year shall be entitled to insurance benefits through the end of the second month following the month in which they are laid off. Such coverage may be continued for the balance of the layoff, provided the employee pays the premium and such practice is with the approval of the insurance carrier.
 5. Teachers covered by this Article will be given consideration for substitute teaching; such will not affect teacher recall rights.
- D. The layoff and recall procedure applies to all members of the bargaining unit, except as otherwise provided in this Agreement.
- E. At the time the District announces its intent to implement the provisions of the Article, it agrees to provide to the Association, at no cost to the Association, a complete list of all licensed employees, including each employee's date of first day of service, total teaching experience, and areas of licensing.
- F. Any "appeal" from the Board's decision on Reduction in Force pursuant to this Article shall be by means of a grievance filed pursuant to the Article on Grievance Procedures beginning at Level Three – Superintendent. In making his/her final decision the arbitrator will be bound by the standards set forth in ORS 342.934(7).

ARTICLE 21

MID-YEAR EARLY RETIREMENT

- A. When an employee retires prior to the end of the school year, the District may offer and the employee may, at his/her discretion, accept an offer of employment as a temporary employee for the remainder of the school year in question. When such employment agreement is made, the returning retired teacher shall continue to be a member of the bargaining unit through June 30th of the school year in which the employee retired and be subject to the same terms and conditions of employment as any other newly employed, temporary teacher with the following provisions:
1. He or she shall continue at the same step and column placement on the salary schedule as was in effect prior to the retirement.
 2. In recognition of the retiree's status, the employee and the District shall not be subject to participation in the PERS retirement system.
 3. The teacher's participation in the voluntary early retirement program as provided for in the parties' separate transitional insurance agreement shall not become effective until July 1st of the school year in which the employee retired.
 4. The teacher will continue extra duty contracts previously signed for the school year.
 5. The teacher will have one (1) day of sick leave per month available upon signing.
 6. Insurance will be provided to the teacher with no interruption of coverage until August 1st of the school year in which the employee retired.
- B. This Article shall not apply to members who retire under PERS and who are precluded from re-employment for a period of time following their retirement date.

ARTICLE 22

ASSIGNMENTS AND TRANSFER

- A. Posting: During the school year, the District agrees to post notices of vacant positions in each building and to provide a copy of such notice to each building representative. During the summer, notices of vacancies will be mailed to each building representative.
- B. Change in Assignment Within a Building to Another Bargaining Unit Assignment:
1. Prior to April 1 of each year, members may submit to the principal a letter listing interest in a different grade level assignment, or assignment to different subject matter classes within the building for the following year. The principal will review these letters prior to making a decision about assignments for the following year.
 2. As an alternative to Section 1 above, a member may submit an application in response to a posting of a specific vacancy.
 3. If a reassignment of a member to a different grade level or department will be necessary and no member has requested to make that change (under Section 1 above), members within an affected grade level and/or subject matter department will be given an opportunity to volunteer before a decision is made. The principal may make an involuntary reassignment after consideration of any volunteers.
- C. Transfer to Another Bargaining Unit Position In Another Building:
1. Members requesting a transfer to a different building shall complete and submit to the superintendent's office by April 1 a request for a transfer to be placed on file with the District, including a phone number where the member can be reached during the summer. Such requests will be reviewed by the superintendent or designee as vacancies are filled for the following school year. Such requests must be resubmitted each spring in order to be considered.
 2. As an alternative to Section 1 above, a member may submit an application in response to a posting of a specific vacancy.
 3. If an involuntary transfer of a member to a different building will be necessary and no other member has requested to make that change (under Section 1 above), members within an affected grade level and/or subject matter department will be given an opportunity to volunteer before a decision is made. The District may make an involuntary transfer after consideration of any volunteers.
- D. Consideration for Appointment to Administration Position:
- Any bargaining unit member may provide the superintendent with a letter indicating interest in any administrative position, together with information about completion of licensure requirements. The superintendent or designee will review submitted letters before making a determination about a selection process for a vacant administrative position.

ARTICLE 23

MISCELLANEOUS PROVISIONS

- A. Separability: If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held contrary to law, then such provision or application will 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.
- B. Maintenance of Standards: The District shall make a good faith effort to maintain all conditions of employment which constitute an established, mandatory subject of bargaining at levels established at the time this Agreement is signed. The District shall not change any such mandatory condition unless the District notifies the Association of an anticipated change and bargains upon demand under ORS 243.712 with a sixty (60) day good faith bargaining timeline.
- C. Non-Traditional Classes: The District may schedule non-traditional instruction for students who desire credit through satellite video, the internet, or other sources. These courses will be approved by the affected school site council and the District will advise the Association and any affected teachers of new course offerings. If such courses are an option, a licensed staff member will be required to supervise such learning.
- D. Credit Recovery: For Credit Recovery courses offered outside of the regular work day, the following shall apply:
1. The District will first offer the opportunity to supervise the credit recovery students to current JCEA members. Teachers who accept this position will be paid at the extended contract rate.
 2. If no such member applies for this position, then the position would be supervised by administrative personnel.
- E. Evaluation of Students: Teachers shall have the primary responsibility of assigning student grades, within the guidelines and policies set by the Board. No grade or evaluation shall be changed without first consulting the teacher. If the teacher is unavailable, the grade may be changed without consultation.
- F. The District shall assist teachers in determining their status with the Teacher Standards and Practices Commission (TSPC) and with ESEA/NCLB regarding the Highly Qualified Teacher Standard.
- G. Teacher Evaluation: The District and the Association shall collaborate on the development, revision and maintenance of the District Teacher Evaluation Handbook and licensed evaluation policies in accordance with state law. Evaluation procedures and forms shall be made available to teachers on an annual basis. The Association shall be entitled to select its own representatives on any licensed evaluation committee.
- H. JCEA-JCSD Issue Resolution Process: The purpose of the JCEA-JCSD Issue Resolution Process is to address labor relations issues, contractual or otherwise, that may arise during the course of this contract and require the input of District and Association members who are not typically participants in the monthly labor-management “tea” meetings.

Generally, the convening of the JCEA-JCSD Issue Resolution Process shall be through referral by the participants in the labor-management “tea” meetings. The District and the Association shall utilize an interest-based problem solving method to address issues that arise.

It is understood that issues referred for possible resolution may not necessarily result in actual changes, contractual or otherwise, but the parties are committed to good faith participation in the interest-based process. Nothing in the Issue Resolution Process is intended to limit either parties’ available rights under the law.

ARTICLE 24

DUES AND PAYROLL DEDUCTIONS

- A. Any member who is a member of the Association or who has applied for membership may sign and deliver personally or through the Association to the superintendent an assignment authorizing deductions of membership dues in the United Teaching Profession (JCEA, OEA-NEA). Such authorization shall continue in effect from year to year, unless revoked in writing as hereinafter provided. Pursuant to such authorization, the District shall deduct equal payments from the remaining checks.
- B. Withdrawing the payroll deduction for such dues may be accomplished by writing a letter to the office of the Association and to the office of the superintendent and delivered prior to the fifteenth day of October.
- C. A check will be sent to the Association agent by the 15th of the following month of deduction providing the billing comes before the payroll input, (approximately the third Friday of the deducting month). The Association agrees to promptly advise the superintendent of all members of the Association in good standing from time to time and to furnish any other information needed by the superintendent to fulfill the provisions of this Article not otherwise readily available to the District.
- D. Upon appropriate written request from the member, the District shall deduct from the salary of any member and make appropriate remittance for the following approved deduction(s): (1) OEGB; (2) United Way of Lane County; (3) Credit Union; (4) All other programs presently in effect.
- E. Tax Sheltered Annuity: Tax shelter annuity plans will be accepted by the District provided there are at least eight (8) participants (Administrators, Classified, Confidential, and Licensed) signed up to participate in the same plan and the plan provider signs the Junction City School District Information Sharing Agreement per IRS § 403(b) regulations. Authorization to start or stop voluntary deductions shall be in writing to the business office at least fifteen (15) days prior to the deduction being made.
- F. The District, upon appropriate authorization of the member, shall deduct from the salary of any member and make proper remittance for any other plans or programs jointly approved by the Association and the Board.

ARTICLE 25

FAIR SHARE AGREEMENT

- A. To assure that members covered by this Agreement are adequately represented by the Association, the District shall, if requested in writing by the Association on or before October 15 (which shall include the amount demanded by the Association of each employee), deduct a “payment-in-lieu-of-dues” from each teacher who is not a member of the Association. Beginning with the paycheck for the month of October, the District shall deduct equal payments from the remaining checks in the amount demanded by the Association of each nonmember listed. The District shall make monthly remittance to the Association for funds collected under this provision.
- B. Any member who has not requested payroll deduction of Association dues under Article 16 of this Agreement, has not verified to the District that he/she has paid dues directly to the Association, or has not verified an exemption under the provisions of Article 6 of ORS 243.666, shall be subject to the provisions of this Article. Request for Association payroll deductions, certifications of direct payment, and verification of exemption shall be made by the 15th of October.
- C. In the event that during the term of this Agreement a member of the bargaining unit institutes litigation against this Fair Share Agreement, the Association agrees to hold the Board harmless in such litigation so long as the Board continues to adhere to proper accounting procedures in the operation of this provision. The Board agrees that at such time as litigation is instituted, all money will continue to be deducted but shall be immediately placed in an interest bearing escrow account, the disposition of which shall be determined as part of the litigation.
- D. The Association certifies that this Agreement is formally executed pursuant to the approval of a majority of all members in the bargaining unit.

ARTICLE 26

INSURANCE

- A. Junction City Education Association will select insurance plans from the Oregon Educators Benefit Board (OEBB) for teaching employees covered by this Contract.
- B. Part-Time Employees: Part-time employees shall receive a prorata contribution toward the cost of coverage which shall be based upon the relationship such employee's work schedule bears to that of a full-time employee. If a part-time employee wishes to select some but not all of the benefits described in Section C below, the maximum available District contribution toward the cost of the benefits selected shall be the same as if all benefits were selected. It is recognized, however, that insurance carriers may impose and from time to time modify restrictions as to which benefit items can be selected individually and that any such current or future restriction shall not serve as a basis of a claim of a violation of this Agreement.
- C. The District agrees to contribute up to \$1,125 per month for 2017-18 per employee to provide a medical / dental / vision / life insurance package. The employee will pay for the LTD coverage. The allocation of District insurance contributions for the 2017-18 work year shall be subject to Section F of this Article and the "Insurance Cost-Sharing Model" addendum included at the end of the Contract.
- D. The District agrees to contribute up to \$1,145 per month for 2018-19 per employee to provide a medical / dental / vision / life insurance package. The employee will pay for the LTD coverage.
- E. Employees enrolling in Moda Plan H, or should that plan change or be discontinued, the equivalent HSA qualifying plan, shall receive a District contribution toward their Health Savings Account. The monthly contribution shall be determined by subtracting the employee's total premium cost (medical/dental/vision/life) from the District contribution set forth above, with the remainder being contributed to the HSA. In the event the employee's total premium cost exceeds the maximum District contribution there shall be no contribution to the employee's HSA. This provision will be suspended for the 2017-18 work year and potentially for 2018-19 pursuant to Section G of this Article.
- F. Insurance contributions for the 2017-18 work year will be subject to the provisions outlined in the "Insurance Cost-Sharing Model" addendum of this Contract. HSA contributions for employees enrolled in the Moda Evergreen plan shall also be subject to the terms of the addendum. Employees who opt-out of medical / dental / vision / life insurance shall receive a District contribution of \$300 per month into an approved Section 125 plan.

By May 1, 2018, the District and the Association shall convene a Joint District Insurance Committee comprised of an equal number of District and Association representatives. This Committees will be tasked with reviewing the "Insurance Cost-Sharing Model" addendum of the Contract. The Committee will assess member usage, costs, and future impacts of any rate or plan changes instituted by OEBB or a merged OEBB/PEBB body if one exists. By mutual agreement, the Committee may elect to alter, continue, or discontinue the "Insurance Cost-Sharing Model". In the event that the Committee elects to discontinue the addendum or cannot reach mutual agreement by the first day new teachers are required to report to work in August, insurance contributions shall be subject to Section D of this Article, Section E of this Article shall be reinstated, and opt-out contributions shall remain at \$300 per month.

ARTICLE 27

SALARIES

- A. The 2017-18 salary schedule shall be attached as Appendix A, and shall represent the 2016-17 salary schedule increased by one and one-half percent (1.5%).

The 2018-19 salary schedule shall be attached as Appendix A-1, and shall represent the 2017-18 salary schedule increased by one and seventy five percent (1.75%).

Salary Placement / Advancement.

1. Employees new to the District shall be awarded full experience credit for teaching experience outside the District. The District may grant speech language pathologists up to an additional five (5) steps beyond their actual experience toward initial placement.
 2. As of July 1, 1999, new employees shall be placed on the appropriate salary schedule column, based on the number of education credits accumulated beyond their Bachelor's Degree or beyond their Master's Degree at the employee's option.
 3. As of July 1, 1999, employees shall be granted column advancement, based on total educational credits earned after the degree. In the case of licensed scheduled columns that provide for both BA and MA credits, employees may choose to advance using credits either beyond their BA or beyond their MA.
 4. Eligible employees will receive an experience step advancement.
- B. If a regular pay date during the school term falls on a day when school is not in session, paychecks will be available for deposit upon completion of the last workday hours in that month.
- C. When a member has earned the right to a higher salary bracket at the start of the school year by reason of increased professional training, written notification must be made to the business office prior to the second Monday in September (to be followed by the appropriate transcripts).
- D. An amount equal to the daily rate of a substitute teacher's pay will be deducted from a member's pay when the absence of a member cannot be approved under one of the various leave policies. The amount will be deducted whether a substitute is required or not required. Such leave shall not exceed a maximum of three (3) days and shall not be used for hunting, fishing, sport, or business activities that provide remuneration.
- E. New teachers to the District will select between a ten-(10) month or twelve-(12) month payment schedule. Teachers desiring to change their payment schedule must do so at the commencement of each school year on or before September 10. Such notice will be in writing to the business office, indicating the desired change. The options include:
1. Ten-Month Pay: Members will receive one-tenth (1/10) of their pay on the last working day of September and will receive equal payments on each subsequent month. The final check will be received on the last regular working day of the school year.

2. Twelve-Month Pay: Members will receive one-twelfth (1/12) of their pay on the last working day of September and will receive equal payments on each subsequent month. The final checks will be received on the last regular working day of the school year.

F. Credit for Non-Educational Work / Training Experience.

1. Salary Placement

- a) Credit toward initial salary placement shall be granted to members hired into a nurse position or position that utilizes a professional technical license. In addition to typical credit for work in other school districts, credit for experience for work in trades, business, or other instructional experience must be at the journeyman or equivalent level or must have been earned while utilizing a professional certification. For example, experience from apprenticeships or internships shall not count for credit on the salary schedule. Previous experience credit shall be granted on the basis of one (1) year salary schedule credit for one (1) year trade or business experience, for a maximum of ten (10) years credit.

2. Salary Advancement

- a) Advancement on the salary schedule may be granted to a nursing or professional technical teacher for non-college professional development as approved by a Committee comprised of two association representatives and two administrators. Unit members seeking advancement must submit their request for approval to the Committee in advance of the professional development occurring. The unit member shall be responsible for submitting written proof of the applicable professional development, including a description of how that training is applicable to the current assignment and meets a standard of rigor that is approximately equivalent to college coursework. Decisions of the Committee will be reduced to writing and one copy of that decision shall be delivered to the unit member and at least one other copy shall be maintained by the District on behalf of the Committee. Decisions of the Committee shall not be subject to the grievance procedure of this Contract.

- G. Compensation for extended contracts will be an amount equal to the per diem rate for the base pay of the salary schedule.

- H. Translators shall be paid at the hourly extended contract rate (1/8th of the per diem rate for the base pay of the salary schedule). Translation pay rates and job openings shall be posted. Bargaining unit members may work as translators, but translation work is not reserved exclusively for bargaining unit members. For this purpose, translators shall be subject to the same guidelines as employees who accept extra-duty contracts.

- I. If the District determines that additional days beyond the regularly scheduled work year are required for counselors, dean of students, media specialists, special education personnel, or nurses, all such days will be paid at the employed rate per diem. This shall not prevent the District and such employees from agreeing to compensatory time in lieu of per diem pay for such extended contract time.

- J. Part-time teachers shall be paid a salary equal to the appropriate salary from the appropriate Appendix multiplied by the fraction determined by class periods taught/normal periods taught by a full-time teacher in the building in which the part-time teacher is employed.

- K. The District will pick up the employees' share of Public Employee Retirement System (PERS) contributions.
- L. The provisions of this Article shall be effective upon ratification by the parties.
- M. Special Education Teachers:
 - 1. Special education teachers shall receive a \$1,000 yearly stipend. Speech language pathologists and Life Skills teachers shall receive a yearly stipend equivalent to five percent (5%) of their annual salary. Recipients of these stipends shall select one of the following payment options: 1) One lump sum paid at the end of the work year; 2) Three equal payments in December, March, and June; 3) Two equal payments in January and June; 4) Equal 10 or 12 month payments.
 - 2. Special education teachers will work three (3) additional days at the employed rate per diem to be used before and/or after the regular contract year for scheduling, instructional assistant training, and/or preparing paperwork. In addition, special education teachers may request up to two (2) sub days per year for paperwork.
- N. Upon ratification, a one-time stipend of \$2,000 will be given to any teacher who remains in the District after passing the National Board of Professional Teaching Standards (NBPTS).

ARTICLE 28

DURATION OF AGREEMENT

Effective Date: This Agreement replaces and shall supersede the previously negotiated 2015-2017 Agreement and shall be effective upon ratification by the Association and approval by the Board of Directors and shall continue in effect through June 30, 2019. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

The Contract shall remain in full force and effect through June 30, 2019, subject to the provisions of this Article.

ARTICLE 29

EXTRA DUTY ASSIGNMENTS

- A. The extra duty pay schedule is included as Appendix C.
- B. Any compensation for positions added during the time covered by this Contract and not included in Appendix C, will be negotiated by the District and the Association.
- C. Except as provided below, employees shall begin at experience step 1 on the extra duty schedule.

Employees who are new to the District and will be filling an extra duty assignment in a comparable position (i.e., same sport, activity, grade levels) as was filled in their immediately prior employment shall be given credit for their previous experience.

When a former head interscholastic athletic coach is hired as an assistant coach in the same sport, that coach shall receive credit for his/her total coaching experience.

- D. Extra duty assignments shall be considered supplementary to a teacher's basic contract and compensation. The District shall have no obligation to continue such assignments, compensation, or activities beyond the term of the extra duty contract.
- E. Coaches whose teams compete at OSAA post season competitions will be compensated for each week past their regular season and league playoffs. The rate will be: (1) Head coaches - \$175 per week; and (2) assistant coaches and trainers - \$125 per week.
- F. The high school band director and cheerleading adviser will be compensated for the days their groups are required to perform in support of a post season competition OSAA team at the rate of \$25 per game.
- G. Integration of Instructional and Extra Duty Responsibilities: Some extra duty activities represent a natural extension of related instructional activities. These extra duty responsibilities must be assigned to the member that is assigned the related teaching assignment:

TEACHING ASSIGNMENT

Drama 1, Drama 2
Band, Jazz Band
Choir, Jazz Choir
Yearbook
Newspaper
Agriculture
Leadership
Spanish
Business

EXTRA DUTY RESPONSIBILITY

Drama Coach
Instrumental Music Director
Vocal Music Director
Yearbook Adviser
Newspaper Adviser
FFA Director
Leadership Adviser
Spanish Club Adviser
Future Business Leaders of America

If a disagreement occurs about the integration of these extra duty assignments:

1. The affected teacher needs to confer with the administrator responsible for scheduling.

2. If the problem is not resolved, the affected teacher must put the problem in writing and give it to the superintendent.
3. The superintendent shall hold the first meeting of the appeal committee within ten (10) days.
 - a) Committee shall be two (2) individual teachers (one from another building, one from affected department), and two (2) administrators (one from another building, one from affected school).
 - b) Those on the committee are not to be those affected parties.
 - c) The administrator and teacher from the affected building must choose the two (2) other committee members.
 - d) They will meet and come up with a consensus on the disagreement within ten (10) days.

Noting in this Article should be construed as limiting the District's ability to eliminate a teaching assignment, a related extra duty responsibility, or both. However, if a decision is made to eliminate such positions, the District will adhere to the following:

If the District elects to eliminate either an existing teaching assignment but maintain the current related extra duty responsibility, or if the District elects to eliminate an existing related extra duty assignment but maintain the teaching assignment, the District will provide written notice to the Association announcing this change. A meeting will be held with the designated District administrator, an Association representative, and, where appropriate, the impacted bargaining unit member to review whether there needs to be a modification in the expectations of the teaching assignment or extra duty assignment or whether a resulting extra duty assignment has been so substantively altered as to require subsection B of this Article. This section shall not waive the Association's right to demand to bargain a change in the status quo in a mandatory subject of bargaining as set forth in the law.

- H. If a teacher's extra duty contract is to be involuntarily terminated by the District, the District shall:
1. Provide written notice of such termination with a statement of the reason(s) for the extra duty termination.
 2. Upon receipt of such notice, the employee shall have ten (10) days in which to notify the District superintendent of his/her appeal of the termination of extra duty assignment. Within ten (10) days of receipt of such appeal, the superintendent of designee shall hear the employee's appeal and shall render a final and binding decision on the matter within ten (10) days.
 3. The employee shall have the right to have an Association representative present at the superintendent's hearing.

ARTICLE 30

REEMPLOYMENT OF RETIREES

Employees who retire at the end of a contract year, but who wish to return to work for the District, will be required to apply for employment just as any job applicant new to the District. If reemployed, the following conditions will apply:

- A. Reemployed unit members will be considered members of the bargaining unit, except as modified by this Agreement.
- B. Reemployed unit members will get credit for no more than 10 years of experience for salary schedule placement and will not be eligible for step advancement.
- C. Reemployed unit members may not carry forward accrued sick leave from prior employment. After reemployment they shall accrue sick leave in the same manner as non-retired members of the bargaining unit.
- D. Reemployed unit members shall receive their early retirement benefits concurrent with employment.
- E. Member who are required by law to make contributions to PERS shall be responsible for the employee portion of such contribution.
- F. This Article applies only to retirees initially rehired after this contractual Agreement is ratified.

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

Council President

Chairperson, Board of Directors

Date

Date

Association President

Superintendent/Clerk

Date

Date

APPENDIX A

SALARY SCHEDULE 2017-2018

2016/17 + 1.5% (upon 11/15/17 Ratification)

Step		BA		BA+45		MA		MA+45
1		34,668		36,854		39,037		41,223
2		36,264		38,450		40,635		42,818
3		37,861		40,048		42,233		44,415
4		39,461		41,642		43,829		46,011
5		41,059		43,241		45,425		47,609
6		42,654		44,838		47,020		49,206
7		44,250		46,433		48,619		50,803
8		45,847		48,032		50,215		52,400
9		47,446		49,628		51,813		53,997
10		49,041		51,225		53,411		55,592
11		51,141		52,824		55,004		57,190
12		51,141		54,418		56,601		58,788
13		51,141		56,569		58,199		60,383
14		51,141		56,569		59,797		61,980
15		51,141		56,569		62,001		63,579
16		51,141		56,569		62,001		65,820

EXTRA DUTY								
STEP 4 RANGE 8 CONTRACT DAYS 191 HOURS/DAY 1.0								
STEP	1 - 4%	2 - 6%	3 - 8%	4 - 9.5%	5 - 10%	6 - 12%	7 - 14.5%	8 - 15%
1	1,387	2,080	2,773	3,293	3,467	4,160	5,027	5,200
2	1,451	2,176	2,901	3,445	3,626	4,352	5,258	5,679
3	1,514	2,272	3,029	3,597	3,786	4,543	5,490	5,679
4	1,000							

APPENDIX A-1

SALARY SCHEDULE 2018-2019

2017/18 + 1.75%

Step		BA		BA+45		MA		MA+45
1		35,275		37,499		39,720		41,944
2		36,899		39,123		41,346		43,567
3		38,524		40,749		42,972		45,192
4		40,152		42,371		44,596		46,816
5		41,778		43,998		46,220		48,442
6		43,400		45,623		47,843		50,067
7		45,024		47,246		49,470		51,692
8		46,649		48,873		51,094		53,317
9		48,276		50,496		52,720		54,942
10		49,899		52,121		54,346		56,565
11		52,036		53,748		55,967		58,191
12		52,036		55,370		57,592		59,817
13		52,036		57,559		59,217		61,440
14		52,036		57,559		60,843		63,065
15		52,036		57,559		63,086		64,692
16		52,036		57,559		63,086		66,972

EXTRA DUTY								
STEP 4 RANGE 8 CONTRACT DAYS 191 HOURS/DAY 1.0								
STEP	1 - 4%	2 - 6%	3 - 8%	4 - 9.5%	5 - 10%	6 - 12%	7 - 14.5%	8 - 15%
1	1,411	2,117	2,822	3,351	3,528	4,233	5,115	5,291
2	1,476	2,214	2,952	3,505	3,690	4,428	5,350	5,779
3	1,541	2,311	3,082	3,660	3,852	4,623	5,586	5,779
4	1,000							

APPENDIX B
SALARY SCHEDULE INDEX

	BA	BA+45	BA+60 MA	BA+90 MA+45
STEP				
1	1.00000	1.06300	1.12600	1.18901
2	1.04604	1.10904	1.17205	1.23505
3	1.09212	1.15512	1.21812	1.28113
4	1.13816	1.20116	1.26417	1.32717
5	1.18424	1.24724	1.31024	1.37325
6	1.23028	1.29328	1.35629	1.41929
7	1.27636	1.33936	1.40236	1.46537
8	1.32240	1.38540	1.44841	1.51141
9	1.36848	1.43148	1.49448	1.55749
10	1.41452	1.47752	1.54053	1.60353
11	1.46060	1.52360	1.58657	1.64957
12		1.56964	1.63265	1.69565
13		1.61568	1.67869	1.74169
14			1.72477	1.78777
15			1.77081	1.83381
16				1.87989

APPENDIX C

EXTRA DUTY SCHEDULE

The yearly Extra Duty Pay Schedule will be based upon the following percentages of the yearly base salary column of the Salary Schedule. If a sport or activity is funded by student body fundraising, it will be paid at the HS Club Advisor rate of 4%. There are three experience steps provided for extra duty employees:

1.	HS Activities/Athletic Director	15%
2.	HS Head Coach I – see list	14.5%
	<i>HS FFA Director</i>	<i>14.5%</i>
	<i>Cheerleading Adviser</i>	<i>14.5%</i>
3.	HS Head Coach II – see list	12%
	Athletic Trainer	12% (per season)
	<i>MS Activities/Athletics</i>	<i>12%</i>
4.	<i>HS Drama Director</i>	<i>10%</i>
	HS Assistant Coach	10%
	• Football (3), Track (3)	
	• <i>Volleyball (1), Girls' Soccer (1), Boys' Soccer (1), Wrestling (1), Girls' Basketball (1), Boys' Basketball (1), Track (1), Tennis (1)</i>	
5.	HS Newspaper Adviser	9.5%
	HS Yearbook Adviser	9.5%
	<i>HS Band Director</i>	<i>9.5%</i>
6.	<i>MS Head Coach (Boys' and Girls' Basketball and co-ed Track)</i>	<i>8%</i>
	MS Head Coaches each at 4%: 7 th grade Girls' and Boys' Basketball, 8 th grade Girls' and Boys' Basketball, and (3) Boys' and Girls' Track coaches	
7.	<i>HS Vocal Music</i>	<i>6%</i>
	<i>MS Assistant Coach</i>	<i>6%</i>
	<i>HS Weight Room Director</i>	<i>6%</i>
	HS Department Chair	6%
	HS Leadership	6%
	<i>MS Curriculum Reps</i>	<i>6%</i>
	<i>Elementary Team Leaders/Curriculum Reps</i>	<i>6%</i>
8.	<i>MS Instrumental Music Director</i>	<i>4%</i>
	<i>MS Vocal Music Director</i>	<i>4%</i>
	<i>MS Drama</i>	<i>4%</i>
	MS Yearbook Adviser	4%
	HS Class Adviser (11 th grade only)	4%
	Club Adviser – see list below	4%
	<i>MS Student Leadership</i>	<i>4%</i>
	<i>Mentor</i>	<i>4%</i>
	Instructional Coaches (K-8)	4%
	Technology Reps	4%

NOTE: Anything listed in italics is not currently being paid at the rate listed in the extra duty schedule. The program may be discontinued or has moved to “club status” section listed below.

List of Sports for each coaching level:

HS Coach I: football, boys' basketball, girls' basketball, volleyball, wrestling, baseball, softball, boys' and girls' track, boys' soccer, girls' soccer

HS Coach II: tennis, head boys' and girls' swimming, *boys' and girls' cross country, golf*

Club Advisers – Fundraising: HS cheerleading (per season x2), HS boys' and girls' cross country, HS golf, extra HS coaches, MS wrestling

APPENDIX D
ORS 342.934
SECTION 15

1. The procedure for reduction in teacher staff positions resulting from the school district's lack of funds to continue its educational program at its anticipated level or resulting from the district's elimination or adjustment of classes due to administrative decision shall be as provided in this section. However, nothing in this section is intended to interfere with the right of a fair dismissal district to discharge, remove, or fail to renew the contract of a probationary teacher pursuant to ORS 342.835.
2. The school district shall make every reasonable effort to:
 - a) Transfer teachers of courses scheduled for discontinuation to other teaching positions for which they are licensed and qualified.
 - b) Combine teaching positions in a manner which allows teachers to remain qualified so long as the combined positions meet the curriculum needs of the district and the competence consideration specified in subsection (4) of this section.
3. In determining teachers to be retained when a school district reduces its staff under this section, the school district shall:
 - a) Determine whether teachers to be retained hold proper licenses at the time of layoff to fill the remaining positions.
 - b) Determine seniority of teachers to be retained, calculated from the first day of actual service as teachers with the school district inclusive of approved leaves of absence. Ties shall be broken by drawing lots.
 - c) Determine competence and merit of teachers, if necessary, under subsection (4) of this section.
4. If a school district desires to retain a teacher with less seniority than a teacher being released under this section, the district shall determine that the teacher being retained has more competence or merit than the teacher with more seniority who is being released.
5. An administrator shall retain status and seniority as contract teacher and voluntarily may return to teaching in a reduction in staff situation. However, an administrator who was never employed as a teacher in the district shall not be eligible to become a non-administrative teacher in the district if the effect is to displace a non-administrative contract teacher.
6. In consultation with its employees or, for those employees in a recognized or certified collective bargaining unit, with the exclusive bargaining representative of that unit, each school district shall establish a procedure for recalling teachers to employment in the district who have been released because of a prospective or actual reduction in staff. The procedure so established shall define the criteria for recall and the teacher shall have the right of recall thereunder for 27 months after the last date of release by the district unless waived as provided in such procedure by rejection of a specific position. A contract teacher who is recalled shall retain the status obtained before the release. A probationary teacher who is recalled shall have years taught for the district counted as if the employment had been continuous for purposes of obtaining contract teacher status.
7. An appeal from a decision on reduction in staff or recall under this section shall be by arbitration under the rules of the Employment Relations Board or by a procedure mutually agreed upon by the employee

representatives and the employer. The results of the procedure shall be final and binding on the parties. Appeals from multiple reductions may be considered in a single arbitration. The arbitrator is authorized to reverse the staff reduction decision or the recall decision made by the district only if the district:

- a) Exceeded its jurisdiction;
 - b) Failed to follow the procedure applicable to the matter before it;
 - c) Made a finding or order not supported by substantial evidence in the whole record; or,
 - d) Improperly construed the applicable law.
8. After the effective date of the 1997 Act, a school district shall not agree in any collective bargaining agreement to waive the right to consider competence in making decisions about the order of reduction in staff or recall of staff. Nothing in this subsection shall prevent a school district and the exclusive bargaining representative from agreeing to alternative criteria for competence determinations under this subsection so long as the criteria ensure that all retained teachers are qualified for the positions they fill. As used in this subsection, “qualified” means the measurement of the teacher’s ability to teach the particular grade level or subject matter in which the teacher is placed after the reduction in force. Qualifications shall be measured by more than seniority and licensure, but may include other criteria that reasonably measure the teacher’s fitness to teach the relevant grade or subject level. Determinations of competence or qualifications under this subsection may take into account requirements for any special needs students.
9. As used in this section:
- a) “Competence” means the ability to teach a subject or grade level within the last five years, or educational attainments, or both, but not based solely on being licensed to teach. The district may consider a teacher’s willingness to undergo additional training or pursue additional education in deciding upon questions of competence.
 - b) “Merit” means the measurement of one teacher’s ability and effectiveness against the ability and effectiveness of another teacher.

TRANSITIONAL INSURANCE AGREEMENT

between

JUNCTION CITY SCHOOL DISTRICT and JUNCTION CITY EDUCATION ASSOCIATION

The following agreement is hereby entered into between the Board of Directors of the Junction City School District and the Junction City Education Association/Lane Unified Bargaining Council. In recognition of the parties' mutual promises and considerations, the District and Association agree to the following:

1. The Early Retirement Program formerly represented in Article 21 of the parties' 1997-01 collective bargaining agreement is hereby deleted from that Agreement.
2. The content of that Early Retirement Program in its entirety is set forth in this Agreement:
 - A. This program is for qualified staff members who, upon resignation from the District, apply for and receive retirement benefits under the rules of the Public Employees Retirement System and applicable Oregon law. The stipend will begin the same month as the effective PERS retirement date, unless the employee is working back per Article 21 – Mid-Year Early Retirement, in which case the transitional insurance agreement shall not become effective until July 1st of the school year in which the employee retires.
 - B. A minimum of fifteen (15) years of full-time service to the District shall be required to establish eligibility for full receipt of the stipend. A member with a minimum of ten (10) years to fifteen (15) years of full-time service in the District is eligible for sixty-seven percent (67%) of the stipend. No stipend is available to employees with fewer than ten (10) years of full-time service.
 - C. Once the fifteen (15)-year employment is met, any service less than full-time will be prorated to a maximum of fifteen (15) years of equivalency.

Example:

Step 1	10 years at 1.0 FTE	=	10
	7 years at 0.5 FTE	=	3.5
	Total calculation years	=	13.5

Step 2 Total calculation years 13.5 divided by required stipend
Year 15 = 0.9

Step 3 Stipend amount \$6,000 x the factor outcome of Step 2 – 0.9
Annual stipend amount of \$5,400

- D. The member intending to exercise the option of voluntary early retirement shall give the District sixty (60) days written notice, except in extenuating circumstances approved by the School Board.
- E. There will be a \$6,000 stipend per year available from the District. Should the member choose to continue any available District insurance plan, that amount would be deducted from the total stipend.

- F. The stipend shall be available to the employee for up to ten (10) years, until the individual is sixty-three (63) years of age, or until death, whichever comes first.
 - G. The employee may pay for any District insurance coverage between the ages of sixty-three (63) and sixty-five (65) or until eligible for Medicare, whichever comes first, subject to Oregon statute and/or insurance carrier approval as allowed in statute.
 - H. In the event of the employee's death prior to age sixty-five (65), the surviving spouse may continue paying the District for group insurance to cover the spouse until such time as the employee would have been sixty-five (65) or the employee's spouse becomes covered by Medicare, whichever comes first, subject to Oregon statute and/or insurance carrier approval as allowed in statute.
 - I. Additional incentives may be developed to encourage voluntary early retirement during the duration of this contract that are approved by the Association and the District.
- 3. Any alleged violations of this Agreement may be pursued through the Grievance Procedure provided for in the parties' collective bargaining agreement.
 - 4. If any portion of this Agreement is determined to be unlawful or in violation of law or contrary to statute, the parties shall meet to negotiate a replacement for the invalid or unlawful portion.
 - 5. This Agreement may not be modified without written consent of both parties.
 - 6. The benefits set forth in Section 2(A) through (I) above shall be available only to those employees of the District who were hired before November 30, 2001.

For the District:

For the Association:
