

MASTER CONTRACT

FOR

LANE COUNTY BLACHLY SCHOOL DISTRICT #90

**TRIANGLE LAKE EDUCATION ASSOCIATION
LANE UNIFIED BARGAINING COUNCIL**

2015 – 2020

TABLE OF CONTENTS

PREAMBLE 3

RECOGNITION..... 4

ARTICLE 1 DISTRICT FUNCTIONS 5

ARTICLE 2 ASSOCIATION RIGHTS 6

ARTICLE 3 NON-DISCRIMINATION 7

ARTICLE 4 GRIEVANCE PROCEDURE..... 8

ARTICLE 5 PERSONNEL FILES 11

ARTICLE 6 JOB SECURITY 12

ARTICLE 7 EVALUATION..... 14

ARTICLE 8 LAYOFFS AND RECALL 15

ARTICLE 9 WORKING CONDITIONS..... 17

ARTICLE 10 VALID PROFESSIONAL LICENSE 18

ARTICLE 11 SALARY AND COMPENSATION 19

ARTICLE 12 LEAVE 21

ARTICLE 13 INSURANCE..... 23

ARTICLE 14 DUES, PAYROLL DEDUCTIONS, AGENCY SHOP 24

ARTICLE 15 SAVINGS CLAUSE 25

ARTICLE 16 NEGOTIATION GUIDELINES..... 26

ARTICLE 17 TERM OF AGREEMENT..... 27

PREAMBLE

- 1) This Agreement is entered into between the Board of Directors on behalf of the Blachly School District, Lane County, District 90, herein referred to as the "Board" or "District", and the Lane Unified Bargaining Council/OEA-NEA, herein referred to as the "Council", "Association", or "Triangle Lake Education Association."
- 2) The intent of this Agreement is to set forth and record herein the basic and full agreement between the parties on those matters pertaining to wages, hours, and conditions of employment for TLEA personnel included in the bargaining unit, and supersedes all prior agreements.

RECOGNITION

The Board recognizes the Lane Unified Bargaining Council/OEA-NEA as the exclusive representative on wages, hours, and conditions of employment for all full-time and part-time (1/2 time or more) licensed (aka 'certified') teachers and counselors employed by the District. The bargaining unit excludes TSPC registered teachers, administrators, supervisory, confidential, classified, substitute, and temporary employees.

- A) The purpose of this Article is to recognize the right of the bargaining agent to represent licensed professionals in the bargaining unit in negotiations with the Board. Granting of recognition is not to be construed as obligating the Board in any way to continue any functions or policies.

ARTICLE 1
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.
- 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, including the right to establish new facilities, and to relocate or close old facilities.
 - 2) The determination of the financial policies of the District, including the general accounting procedures, inventory of 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 of discipline and control and use of the school property and facilities.
 - 5) The determination of safety, health, and property protection measures where legal responsibility of the Board or other governmental unit is involved.
 - 6) The right to enforce the rules and regulations now in effect and to establish new 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, or transfer employees.
 - 8) The creation, combination, modification, or elimination of any position deemed advisable by the Board.
 - 9) The determination of the size of the working force, the allocation and assignment of work to employees, the determination of policies affecting the selection of employees, and the establishment of quality standards and judgment of employees' performance.
 - 10) The determination of the layout and the equipment to be used and the right to plan, direct, and control school activities. The determination of the processes, techniques, methods, and means of teaching and the subjects to be taught.
 - 11) The right to establish and revise the school calendar, establish hours of employment, to schedule classes and assign work loads; and to select textbooks, teaching aids, and materials.
 - 12) The right to make assignments for all programs of an extra-curricular nature.
- C) Nothing in this Agreement shall limit in any way the District's contracting or sub-contracting of work or shall require the District to continue in existence of any of its present programs in its present form and/or location or on any other basis.
- D) The foregoing enumeration of the function of the Board shall not be considered to exclude other functions of the Board not specifically set forth; the Board retaining all functions and rights to act not specifically nullified or altered by this Agreement.

ARTICLE 2
ASSOCIATION RIGHTS

- A) Members' boxes in the District Office and staff room may be used for distributions of Association communication so long as such communications are labeled as Association materials.
- B) School facilities may be used for Association meetings at reasonable times during non-duty hours provided that such meetings shall not interfere with the normal school operations and providing that custodial staff is on duty and advance notice given to the Superintendent.

ARTICLE 3
NON-DISCRIMINATION

- A) The Association and District agree that they shall not discriminate against any employee covered by this Agreement as defined by state and/or federal law.
- B) Academic. The Board and the Association agree that academic freedom is essential to the fulfillment of the purposes of the Triangle Lake School District, and they acknowledge the fundamental need to protect employees from any censorship or restraint which might interfere with their obligations to pursue truth in the performance of their professional functions, except as it conflicts with established Board Policy and/or approved district and state curriculum.
- C) Personal Opinion:
 - 1) In performing their professional functions, employees shall be guaranteed full freedom in expressing their personal opinions on all matters relevant to the course content except as it conflicts with established Board Policy and/or approved district and state curriculum.
 - 2) When expressing personal opinion, employees shall make every effort to indicate that they are speaking personally and not on behalf of the school, its administration, or the Board.

ARTICLE 4
GRIEVANCE PROCEDURE

A) Definitions

- 1) Grievance. A "grievance" is a claim by a member or the Association based upon an alleged violation of this Agreement affecting a member, a group of members, or the Association.
- 2) Grievant. The "Grievant" is the member(s) or the Association making the claim.
- 3) Party in Interest. A "party in interest" is the member(s) making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
- 4) Day. A "day" shall mean when the District Office is open.

B) Purpose.

- 1) The purpose of this procedure is to secure, at the lowest possible level, resolution concerning alleged violations of this agreement. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.
- 2) Nothing contained herein will be construed as limiting the right of any member having a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of this Agreement and that the Association has been notified.

C) Time Limits

- 1) All grievances shall be initiated within fifteen (15) days of the act, omission, or event giving rise to the claim or within fifteen (15) days of the grievant's first knowledge of the facts related to the act, omission, or event giving rise to such claim.
- 2) The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
- 3) Pursuant to ORS 342.895 (5), a moratorium shall be placed on grievance timelines while an employee is on a program of assistance for grievances related to evaluation procedures or the program of assistance.
 - a) When an event occurs (as proscribed by statute) that causes the moratorium to be lifted, the District will notify the employee and the Association.
 - b) The employee/Association will, then, have fifteen (15) days from the time of said notice to file grievances which were subject to the moratorium.

D) Grievance Procedure

- 1) Level One - Informal Meeting. A member with a grievance shall first discuss it with the principal or immediate supervisor, either directly or through the Association's designated representative, with the objective of resolving the matter informally.
- 2) Level Two – Formal Grievance
 - a) If the grievant is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within five (5) days after the informal meeting, the grievant

may file a formal grievance in writing with Superintendent ten (10) days after the date of the informal meeting.

- b) Within ten (10) days after the receipt of the written grievance by the Superintendent, the Superintendent will meet with the grievant and, at the option of the individual, a representative of the Association in an effort to resolve the grievance.
- 3) Level Three - Board.
- a) If the grievant is not satisfied with the disposition of the grievance at Level One or Two, or if no decision has been rendered within five (5) days after the presentation of the grievance, the grievant may file the grievance in writing with the Association within five (5) days after the decision at Level One or Two or ten (10) days after the grievance was presented, whichever is sooner. Within ten (10) days after the written grievance is received, the Association shall refer it to the Board.
 - b) Within twenty (20) days after the receipt of the written grievance by the Board, with at least five (5) days written notice to the grievant and the Association, the Board will meet with the grievant and, at the option of the grievant, a representative of the Association in an effort to resolve the grievance.
- 4) Level Four - Arbitration. (For grievances which involve an alleged violation of the terms of this Agreement).
- a) If the grievant is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within ten (10) days after the grievant has met with the Board, and the subject of the grievance is covered by the terms of this Agreement the grievant may, within five (5) days request in writing that the Association submit the grievance to arbitration. If the Association Grievance Committee determines that the grievance is a violation of the provisions of this Agreement, it may, by written notice to the Superintendent within fifteen (15) days after the receipt to the request submit the grievance to binding arbitration. Except as otherwise expressly provided in this Agreement, the arbitration will be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association in effect at the time (hereinafter referred to as the "AAA Rules").
 - b) Within ten (10) days after such written notice of submission to arbitration, the Board and the Association 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 10-day period, a request for a list of arbitrators may be made to the Employment Relations Board by either party. The parties, after receiving the list, will then by alternately striking names select an arbitrator. A coin flip will be used to decide who will strike the first name.
 - c) The arbitrator, so selected will confer with the representatives of the Superintendent/Board and the Association and hold hearings promptly and will issue his/her decision not later than thirty (30) days from the date of the close of the hearings, or if oral closings 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 findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which violates the terms of this Agreement. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement. The decision of the arbitrator will be submitted to the Board and the Association and will be final and binding upon the parties. The costs for the services of the arbitrator, including per diem expenses, if any, will be borne equally by the Board and the Association. All other costs will be borne by the

party incurring them. The names of any witnesses who will be used in arbitration must be made known to the other party seventy-two hours prior to the first arbitration session.

E) Rights of Members of Representation.

- 1) Member and Association. Any grievant may be represented at all stages of the Procedure or, at their option, by a representative selected or approved by the Association. An Association representative shall have the right to be present and to state their view at all stages of the Grievance Procedure.
- 2) Reprisals. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the Grievance and Procedure by reason of such participation.

F) Miscellaneous.

- 1) Group Grievance. If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Superintendent directly and the processing of the grievance shall be commenced at Level Two. The Association may process such a grievance through all levels of the Grievance Procedure.
- 2) Delay in Action. If a grievance arises from action or inaction on the part of a member of the administration at a level above the principal or immediate supervisor, the grievant may submit such grievance in writing to the Superintendent and the Grievance Committee directly and the processing of such grievance will be commenced at Level Two. The Grievance Committee may process such a grievance through all levels of the Grievance Procedure.
- 3) Written Decision. Decisions rendered at Level One which are reported to Administration to be unsatisfactory to the grievant and all decisions rendered at Levels Two and Three of the Grievance Procedure shall be in writing, setting forth the decision and the reasons therefore, and shall be transmitted promptly to all parties in interest and to the Association.
- 4) Separate Grievance File. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
- 5) Meetings and Hearings. Meetings and hearings under this Procedure shall not be conducted in public unless required by law and shall include only such parties in interest and their designated or selected representatives, therefore referred to in this Article.
- 6) Election of Remedies.
 - a) The Association and the grievant will be required to exhaust the Grievance Procedure set forth in this Article, including arbitration (where appropriate) before seeking alternative remedies.
 - b) Provided further that a decision of the arbitrator, acting within the scope of authority under this Agreement, shall be binding upon the Association. The Association agrees that it shall not financially support any member in their pursuit of alternative remedies.

ARTICLE 5
PERSONNEL FILES

- A) A member shall have the right to review their employee personnel file and to receive copies of any documents contained therein. A member shall be entitled to have a representative of the Association accompany him during such review and a District representative shall be present during the viewing of the personnel file.
- B) No material derogatory to a member's conduct, service, character or personality shall be placed in the personnel file unless the member has had an opportunity to review the material. Upon receipt of the material, the member shall acknowledge that they have had the opportunity to review such material by affixing their signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The member shall also have the right, within 10 days, to submit a written answer to such material and this answer shall be reviewed by the Superintendent or a designee and attached to the file copy. A "day" shall mean when the District Office is open.
- C) If the statutory grounds stated for dismissal are those specified in ORS 342.865 (1)(a), (c), (d), (g), or (h), then evidence shall be limited to those allegations supported by statements in the personnel file of the member on the date of the notice to recommend dismissal.

ARTICLE 6
JOB SECURITY

A) Discipline and Dismissal.

- 1) Member Discipline: All contract teachers.

No member shall be disciplined without just cause.

- 2) Member Dismissal: Contract Members

Both parties will adhere to statutes 342.895 through 342.930 for dismissal and non-extension.

B) Representation Rights.

Except in the case of classroom evaluations, an employee shall be entitled to have present a representative of the Association during any documented meeting which is related to performance, or which might reasonably be expected to lead to disciplinary action and if the meeting is to be documented. When a request for such representation is made, no action shall be taken with respect to the employee, until such representative of the Association is present. Further, in the event of such a meeting, the employee shall be advised of the meeting and the right to representation, in writing, under this provision of the Agreement, prior to the meeting taking place.

- C) Personal Life. The personal life of an employee is not an appropriate concern of the Board, except when it may negatively affect employee job performance as a “Competent and Ethical Educator.” (OAR 584, Division 20).

- D) Censorship. Members shall not be censored or restrained in the performance of their professional function on the grounds that adopted or approved materials discussed are embarrassing to those in authority in the school system or detrimental to school or school system public relations.

E) Assignments/Transfers.

- 1) Grade, subject and activity assignments shall be made by the District, taking into consideration, so far as practical, the employee's professional training, experience, specific achievements, and service to the District. Members shall be notified of their assignment for the coming year prior to the time school is out for the summer. If a change in assignment becomes necessary prior to the start of school, written notice of such change will be sent to the member as soon as possible, at the address provided by the member to the District.

- 2) When making transfers, the District, where practical, shall take the competency, experience, specific achievements, service to the District, and wishes and convenience of the member into consideration; however, it is understood that the instructional requirements and best interests of the school system and the pupils are of primary importance.

- 3) Any member desiring a transfer to another grade, subject, and/or activity assignment shall make his or her request, therefore, on or before February 15th in order for it to be considered for the following school year. Application for transfer must be renewed annually in order to remain valid.

- 4) All extra-duty positions must be filled by Triangle Lake Education Association members unless no members apply. All extra-duty positions, with the exception of Junior and Senior advisors and spring sports, will be posted by April 20 of each year. The Junior and Senior advisor positions will first be offered, respectively, to the current year's Sophomore and Junior advisors before being available to members of the TLEA. Spring sports positions will be posted by January 7. Once opened, positions will remain open exclusively to TLEA members for ten work days. The District will review applications, conduct interviews with all applicants if there are multiple TLEA candidates for a position, and make hiring decisions by May 20, except spring sports, which will be filled by February 7. After May 20, if a position becomes available, the District

will first advertise the position internally within the TLEA (for ten work days). If a new TLEA member is hired outside the April-May timeline, they will be allowed to apply for any extra-duty position for which they are eligible—those not already filled by TLEA members—at the time of hire. These new TLEA hires may only replace non-TLEA coaches prior to the first official practice date for a sport, or prior to the first day of service for other extra-duty positions. Coaching positions will begin on the date of hire. When no qualified bargaining unit member has applied, the District may select and contract with a non-bargaining unit member to fill the extra-duty position.

ARTICLE 7
EVALUATION

The purpose of evaluation is improvement of instruction; encouraging professional growth; improving communication between employees and their immediate supervisor; and, when necessary, identifying and assisting employees to improve/correct areas of unsatisfactory performance. The District will comply with ORS 342.850 and ORS 342.856.

Members who are assigned outside of their area of licensure will not be evaluated on that aspect of their assignment. (This applies to members who have “mixed” assignments that include classes both within and outside their areas of licensure.) Members working entirely under a restricted license will be evaluated as required by law.

ARTICLE 8
LAYOFFS AND RECALL

A) In the event the District, in its discretion, determines that a layoff is necessary the affected employees shall be notified at least thirty (30) days prior to the effective date of the layoff. In the event of school closure due to lack of funds, however, the notice shall be as soon as practicable. The District will then lay off members using the following criteria:

B) Procedure for Layoff

1) Prior to initiating a layoff, the District shall first:

- a) Determine the positions and curricular program to be reduced or eliminated
- b) Make every reasonable effort to transfer teachers of courses scheduled for discontinuation to other teaching positions for which they are currently licensed and qualified
- c) 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 (3) of this section
- d) Terminate the employment of all temporary teachers
- e) Layoff all probationary teachers unless no other non-probationary teacher is licensed and available to teach

2) If a layoff is necessary, the District shall use the following procedure for filling the remaining positions:

- a) Determine the necessary licensure needed to best teach within the positions and courses to be retained
- b) Determine the seniority of teachers, calculated from the first day of actual service as teachers with the District inclusive of approved leaves of absence. Ties shall be broken by drawing lots in the presence of a representative of the Triangle Lake Education Association.
- c) Determine competence of teachers, if necessary, under subsection (3) of this section. "Competence" means the ability to teach a subject or grade level based on recent teaching experience related to that 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.

3) If the District chooses to retain a teacher with less seniority than a more senior teacher, the District shall first determine that the teacher being retained has more competence than the teacher with more seniority.

4) An administrator shall retain status and seniority as a 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.

C) Recall

If within twenty seven months of layoff, a vacancy occurs within the District for which a laid-off teacher is qualified, the recall procedure outlined below will be followed.

1) The District will institute a recall procedure which will insure that teachers be recalled in the inverse order of layoff.

- 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 a recall notification. In 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 15 calendar days from receipt of or 30 calendar days from the date the recall notice was sent or, if employed elsewhere, at a time mutually agreed upon by the District and the employee. Failure of the teacher to respond within the calendar days herein specified 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 thirty (30) days. Coverage will comply with current COBRA regulations.
 - 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.
 - E) Should the School District close its schools because of revenue shortfall, it agrees that, for up to 27 months, members of the unit will be laid off and recalled according to the procedures outlines.
 - F) 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 hire, total teaching experience, and areas of licensure.
 - G) Any "appeal" from the Board's decision on Layoff pursuant to this Article shall be by means of a grievance filed pursuant to the Article on Grievance Procedure. The decision of the arbitrator will be as per ERB rules and provisions of ORS 342.934(7), as amended by the 1983 legislature.

ARTICLE 9
WORKING CONDITIONS

- A) Regular building hours for members on student contact days shall be nine (9) hours per day, four (4) days per normal academic week. The starting and dismissal times, which may vary from school to school, shall be determined by the Superintendent. All other working days will be no more than eight (8) hours each.
- B) In addition to regular building hours, the following shall apply:
 - 1) Members shall spend time outside of building hours to the extent necessary for adequate preparation for instruction, pupil and parent consultations, and other activities related to instruction.
 - 2) Members shall attend staff meetings outside of building hours when and as required by the Superintendent or Principal.
- C) All members will have a 30-minute duty free lunch period between the hours of 11:00 am and 1:00 pm.
- D) Each teacher is to be scheduled with an average of 45 minutes of preparation time per day.
- E) Members who agree to and are authorized to substitute for others during their prep time will be paid their per diem hourly rate for such services.
- F) The work year shall consist of 1520 hours which includes 150 student-contact days, seven paid holidays, and no less than eight non-student contact days.
- G) If school is cancelled or delayed due to inclement weather, members will not be required to report to work for the period of time the cancellation or delay is in effect. Cancelled days may be required to be made up at a later time within the fiscal year at the recommendation of the Superintendent and approval of the board.
- H) It is recognized that the District has the responsibility to set the annual school calendar. Prior to the adoption of the calendar, a proposed calendar will be referred to the Association for advice and recommendation. The Association shall have the opportunity to recommend professional growth activities for District sponsorship.

ARTICLE 10

VALID PROFESSIONAL LICENSE

Any member who fails to have a valid professional license registered with the School District Superintendent within the limits provided in ORS 342.173 will be replaced without compensation by a substitute until the deficiency is corrected. If the deficiency continues for a period of thirty days, that member's contract shall automatically terminate and the District may hire an appropriately licensed professional to complete the school year.

ARTICLE 11

SALARY AND COMPENSATION

A) Salary Schedule: The 2015-2016 salary schedule is attached to this contract as Appendix B. Salaries shall increase by one percent (1%) per year from the previous year's schedule in years two through five of this agreement.

B) PERS/OPSRP

1. The District shall "pick-up" the six percent (6%) employee contribution to PERS required by ORS 238.200 and ORS 238A.330.
2. In the event that during the life of this Agreement it becomes impossible for reasons of law, regulation or decisions of the courts for the District to make contributions/payments to PERS/OPSRP on behalf of employees as described in Section C2 above, then the parties shall reopen negotiations over the invalid works or sections as per ORS 243.702.

C) Tuition Reimbursement

The District encourages members to continue to increase their education and expand their endorsements in order to better serve students. To demonstrate that desire, the District will provide tuition reimbursement to employees. Within a cap limit not to exceed \$9,000 per school year for combined reimbursement to all members, the District will reimburse members for up to fifteen (15) quarter hours per school year. If unused pool funds are available during a given year, the Superintendent may approve reimbursement for preapproved credits beyond the fifteen (15) quarter hours on a case-by-case basis. Eligibility for tuition reimbursement must meet the following conditions:

- 1) All coursework must be preapproved through a process developed by the Superintendent.
- 2) Coursework must be graduate-level. However, under special circumstances, the Superintendent may approve undergraduate-level coursework if it directly relates to the member's professional assignment or serves advantageous purpose for the District in another way.
- 3) Reimbursement rates per quarter hour will be limited to the tuition rate established by the Oregon State System of Higher Education for public universities.
- 4) The member must receive a passing grade in the course which meets the requirements of the member's graduate program and provide an official transcript to the District, a request for reimbursement and a copy of University documents showing the tuition paid for each course. The member will reimburse the district within sixty (60) days if a passing grade is not achieved.
- 5) Only tuition will be reimbursed. The District will not pay for books or course or University fees. The District will not pay for mileage, meals or any other expense incurred to take the course. Available funds will be made available to the member at the time of course enrollment.
- 6) The District will reimburse as tuition the cost to take the state Praxis or ORELA course provided that the member attains the state-determined score for the obtainment of an additional endorsement.
- 7) The District will reimburse up to 70% of the cap amount for reimbursement requests provided to the Superintendent by October 15 of each year. If requests exceed the 70% cap, reimbursement will be prorated.
- 8) The district will reimburse the remaining 30% plus any funds left over from fall reimbursements for reimbursement requests provided to the Superintendent by June 15 of each year. If requests exceed the amount of cap dollars available, reimbursements will be prorated. If requests are less than the remaining amount of cap dollars available, those dollars will be used to increase the reimbursement for prorated reimbursements from the previous fall, if any.

- 9) If reimbursement requests exceed the cap amount in a fiscal year, the cap will be increased by \$500 in the next fiscal year. If the cap amount is not expended in a fiscal year, the cap will reduce by \$500 for the next year, but will not be less than \$8,000 in any year.
- 10) If the member leaves the district prior to the first student day of the following contract year, any reimbursement from the previous contract year will be repaid to the district. The District shall withhold the tuition amount from the employee's final payroll payment.
- D) Registration for meetings, conferences and professional training will be paid by the District if preapproved by the Superintendent.
- E) The District will reimburse members for mileage in private vehicles for meetings, conferences and professional training pre-approved by the Superintendent at the federal rate minus ten cents (\$0.10) per mile.
- F) Maximum allowance for experience outside of District #90: BA or equivalent - 8 years, BA + 45 - 9 years, and MA or equivalent - 10 years.

ARTICLE 12

LEAVE

- A) Military Leave. Military leaves shall be allowed in accordance with federal and state laws relating to such leaves.
- B) The District will comply with Oregon Family Leave Act (OFLA) and also the Federal Family Medical Leave Act (FMLA).
- C) Sick Leave.
- 1) Ten (10) days or 90 hours of sick leave of absence shall be granted to each full-time employee each school year. Sick leave shall accumulate. A member absent from duty because of personal illness or physical disability shall be paid a full salary according to ORS 332.507. Members may utilize sick leave for absences due to illnesses of the member's immediate family or for family medical leave pursuant to statute.
 - 2) When a member will be absent from work, they shall give notice to the Superintendent or the person designated by the Superintendent to receive such notice. If the absence is for consecutive days, the Superintendent should be notified of the probable date of return. If the absence is due to illness five or more work days consecutively, the Superintendent may require a doctor's statement.
 - 3) A member returning from any illness, whether or not sick leave benefits have been paid, may be required to submit to a medical examination at the expense of the Board or furnish a medical doctor's certificate of health prior to returning to work, in order to safeguard the health of students and fellow employees.
 - 4) If, at the beginning of a school year, a member previously employed for at least one school year, is ill and unable to resume their duties, such member shall be subject to the District's regular disability and sick leave provisions. Such member shall not be credited with any additional sick leave days until they have returned to duty.
 - 5) All sick leave benefits shall terminate and/or be forfeited upon termination of employment for any reason other than retirement under provision of ORS 238.350 or transfer pursuant to ORS 332.507(4).
 - 6) Any employee obtaining sick leave benefits by fraud, deceit, or falsified statement shall be subject to disciplinary action.
- D) Jury Duty Leave. An employee shall be granted leave with pay for service upon a jury, provided, however, that the compensation paid to such an employee for the period of leave shall be reduced by the amount of compensation received by the employee for such jury service, minus any non-compensated expense, and upon being excused from jury service during any day an employee shall immediately return to complete their assignment for the remainder of their regular work day. The District will be allowed to petition the court to exempt an employee from jury duty should said participation be a hardship on the District.

- E) Witness/Appearance Leave. Leave with pay shall be granted for an appearance before a court, legislative committee, judicial or quasi-judicial body as a witness in response to a subpoena or other directive by proper authority; provided, however, that the compensation paid to such employee shall be reduced by an amount equal to any compensation the employee receives as witness fees, minus any non-compensated expense.
- F) Emergency Leave. Two days (18 hours) leave with pay may, at the discretion of the District, be granted for emergencies of a serious personal nature, including childcare and/or parental leave. This leave is non-accumulative and must be approved in advance. In requesting emergency leave, the applicant must state the general nature of the emergency.
- G) Personal Leave. Three days paid personal leave (27 hours) of absence shall be granted to each employee each school year. Said leave is non-accumulative and subject to the following restrictions:
- 1) Request to take the leave must be made to Superintendent/Principal at least 24 hours before taking such leave, (except in case of emergency).
 - 2) Absence shall be in no less than half day (4.5 hours) units.
 - 3) Personal leave will not be taken during pre-service, the first two weeks of school, the last two weeks of school, or to extend Christmas or Spring Breaks. Exceptions may be made by the Superintendent on a case-by-case basis.
- H) Professional Leave. Professional leave, with or without pay, may be authorized by the District for attending educational conferences or for other purposes related to professional assignments.
- I) Unpaid Leaves.
- 1) Upon written request of the employee, the District may grant to contract members a long-term personal leave of absence. Such leave shall be for a period of not more than one (1) full school year or two (2) consecutive semesters. A minimum of thirty (30) days notice shall be given except in the case of an emergency.
 - 2) Upon return from such leave, the employee will be placed in the same professional position or a substantially similar position for which he/she is licensed. Credit for advancement in the Salary Schedule will be granted if the employee shall have worked for more than half of the contract days.
 - 3) Such leave shall not constitute a break in seniority. The employee shall retain the seniority held at the time the leave is taken, but will not receive an additional year of seniority for the year leave of absence. Seniority will be accumulated on a percentage of full time equivalence.

ARTICLE 13

INSURANCE

- A) For 2015-2020 the District agrees to pay up to \$1,160 during 2015-2016 toward each member's monthly insurance premium for health coverage. The health insurance contribution will increase by \$35 during each year of this agreement. The District will provide income protection insurance as a separate package for employees in the form of a long-term disability insurance policy which will take effect after ninety (90) days at two-thirds (2/3) of gross income.
- B) Employees who demonstrate they and their dependents have health coverage under another employer-sponsored group medical plan may elect to opt-out of the District health insurance plan. Participating employees receive one-half of the monthly contribution to the employee's Section 125 account.

ARTICLE 14

DUES, PAYROLL DEDUCTIONS, AGENCY SHOP

- A) The District agrees to deduct from the salaries of its regular members as requested by the member:
 - 1) Regular Association dues and assessments.
 - 2) Premiums for District or Association approved insurance programs.
 - 3) Any amount in excess of the existing insurance cap.
 - 4) Contributions to the United Way Fund.
 - 5) Annuity programs.
- B) The Association agrees to hold the District harmless against any and all claims, suits, orders or judgments brought against the District as a result of the provisions of this Article, unless fault lies clearly with the Board or against agents or clerical employees, in which case corrections shall be made within 30 days of error.
- C) The District shall deduct a fair share fee equal to 100% of the dues of the Association (Triangle Lake Education Association/OEA/NEA) from the pay of each employee who is not a member of the Association, beginning with the October paycheck, as a fair fee commensurate with the cost to the Association of collective bargaining and contract administration. Employees who are new to the district after the beginning of the school year, who elect to be non-members of the Association, shall be fair share fee payers and have a prorated amount deducted by the District. The District shall deduct a prorated fair share fee. Notwithstanding the above, the rights of non-association of employees' religious tenets or conscience shall be protected. Such employees shall designate payment of the fair share amount to a non-religious charity in accordance with the applicable procedure in ORS 243.666.

ARTICLE 15
SAVINGS CLAUSE

- A) If any provision of this Agreement is held to be invalid by operation of law or by any tribunal the remainder of the Agreement shall not be affected thereby, and, upon the request of either the Board or the Association the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such provisions; provided, however, that the provision of the Strikes and Lockouts Article shall continue in full force and effect even though a satisfactory replacement is not achieved.
- B) Modification. This contract may be reopened for negotiation in whole or in part only upon the written consent of both the District School Board and the Lane Unified Bargaining Council/ Triangle Lake Education Association. The aforementioned parties are not required to reach agreement on any article (item or items) so reopened. Failure to do so in no way voids any part of the Contract. If agreement is reached, it shall be reduced to writing and signed and certified as to ratification in like manner as the Master Contract.
- C) Statutory Changes. Modifications or additions to specific Federal and/or State law/statutes/rules referenced in this agreement are presumed to automatically amend this agreement without contract reopening.

ARTICLE 16

NEGOTIATION GUIDELINES

- A) The Negotiation Guidelines will be an integral part of this Agreement and remain in force until mutually agreed to be changed by the Board of Education and the Lane Unified Bargaining Council/ Triangle Lake Education Association.
- B) Not later than January 15th of the calendar year in which this Agreement expires, the Board agrees to enter into negotiations with the Association over a successor Agreement. The first negotiation meeting is to be held on a date subsequent to the negotiations notification date and prior to January 31st of the current school year.
- C) The Board agrees not to negotiate or otherwise deal with any professional organization other than the Association during the term of this Agreement, provided that if another professional organization is lawfully reorganized or certified as the exclusive representative pursuant to ORS 243.666 to 243.686, the Board may negotiate with such organization regarding changes in salaries, hours, terms and conditions of employment, and other matters of mutual concern to become effective after the expiration date of this contract.
- D) This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- E) There shall be two (2) signed copies of the final Agreement for the purpose of record. One (1) shall be retained by the District and one (1) by the Lane Unified Bargaining Council/Triangle Lake Education Association. The copies will be available to those who request them.

ARTICLE 17

TERM OF AGREEMENT

- A) This Agreement shall become effective on July 1, 2015, and shall be binding upon the Board, the Association, and their members, and shall remain in full force through June 30, 2020.
- B) Both parties agree to make an effort to negotiate a successor agreement that will not coincide with the ending date of the Classified Bargaining Unit's Master Agreement.
- C) In the event that no successor agreement shall have been executed by June 30, 2020, this Agreement shall continue until a successor agreement is executed or until a termination notice of not less than ten (10) days is given in writing by either party.

EXECUTION/SIGNATURES

Executed this tenth day of June, 2015, at Blachly, Oregon, by the Negotiation Team of the Triangle Lake Education Association (TLEA) and the Blachly Public School District Board.

For the Triangle Lake Education Association

For the District

President of LUBC

Board Chairperson

President of TLEA

Negotiation Spokesperson

Negotiation Team Member

Negotiation Team Member

APPENDIX A
EXTRA DUTY SCHEDULE

A. Coaching Staff:

High School – One coach per sport. An Assistant coach will be assigned if there are over 11 team members. Seven participants are required to fund a coaching salary. Sports with less than seven athletes will operate on club status.

	% of Base	2015-2016
Athletic Director	9.0	\$3144.42
Head Football	9.0	\$3144.42
Asst. Football	7.0	\$2445.66
Head Volleyball	9.0	\$3144.42
Asst. Volleyball	7.0	\$2445.66
MS Football	6.0	\$2096.28
Asst. MS Football (12+ players)	4.0	\$1397.52
MS Volleyball	6.0	\$2096.28
Head Boys Basketball	9.0	\$3144.42
Asst. Boys Basketball	7.0	\$2445.66
Head Girls Basketball	9.0	\$3144.42
Asst. Girls Basketball	7.0	\$2445.66
MS Boys Basketball	6.0	\$2096.28
MS Girls Basketball	6.0	\$2096.28
Wrestling	8.0	\$2795.04
Head Track (Co-ed)	9.0	\$3144.42
Asst. Track (Co-ed)	6.0	\$2096.28
MS Track (Co-ed)	6.0	\$2096.28
Asst. MS Track (20+ athletes)	4.0	\$1397.52

B. Advising:

	% of Base	2015-2016
First Robotics—FRC	9.0	\$3144.42
Senior Class 2 @	3.0	\$1048.14
Junior Class 2 @	2.5	\$873.45
Sophomore Class	2.0	\$698.76
Freshmen Class	1.0	\$349.38
Middle School / MS Student Government 2 @	1.0	\$349.38
Honor Society	.5	\$174.69
Student Council	1.5	\$524.07
Yearbook	2.5	\$873.45
Drama 2 play max. each	2.5	\$873.45
Extended Application Panel (all year) up to 9 @	.5	\$174.69

C. Other Personnel:

	% of Base	2015-2016
TAG Coordinator	2.0	\$698.76
Assessment Coordinator	1.0	\$349.38
SPED Coordinator	3.0	\$1048.14
HS/MS Music	2.5	\$873.45
Elem. Music		\$100 per performance (3 max)
Ashland FT Coordinator		\$400
8 th Grade FT Coordinator		\$300

D. Activity Personnel:

For the purposes of this agreement, an activity shall be defined as a game or other single function. On any given day or evening where more than one game or function is carried on, each separate game or function shall be considered an activity.

	% of Base	2015-2016
Activities—Each	.05	\$17.47

1. Timer
2. Official
3. Ticket Taker
4. Chaperone
5. Other Activities

When members sign an extra duty agreement the agreement document shall include: compensation details and shall describe how the evaluation will be carried out if there is to be one.

APPENDIX B
2015-2016 CERTIFIED SALARY SCHEDULE

Step	BA	BA+12	BA+24	BA+36	BA+48	BA+60 MA	BA+72 MA+12	BA+84 MA+24	BA+96 MA+36
1	34,938	35,443	35,956	36,476	37,004	37,540	38,084	38,636	39,196
2	36,200	36,725	37,256	37,796	38,344	38,900	39,464	40,037	40,618
3	37,510	38,054	38,605	39,166	39,733	40,311	40,896	41,491	42,094
4	38,869	39,433	40,005	40,586	41,176	41,775	42,382	42,999	43,624
5	40,279	40,864	41,457	42,060	42,673	43,293	43,923	44,563	45,213
6	41,741	42,348	42,964	43,590	44,225	44,868	45,523	46,186	46,860
7	43,259	43,889	44,528	45,176	45,835	46,503	47,182	47,870	48,569
8	44,833	45,486	46,150	46,823	47,506	48,199	48,903	49,617	50,342
9	46,467	47,145	47,833	48,531	49,240	49,959	50,689	51,430	52,183
10	47,396	48,087	49,578	50,303	51,038	51,785	52,542	53,311	54,092
11	-	-	51,390	52,141	52,905	53,678	54,465	55,262	56,072
12	-	-	52,417	53,185	54,840	55,644	56,459	57,287	58,128
13	-	-	-	-	56,849	57,683	58,528	59,388	60,260
14	-	-	-	-	57,986	59,798	60,676	61,567	62,472
15	-	-	-	-	-	61,993	62,903	63,828	64,766
16	-	-	-	-	-	64,269	65,215	66,173	67,147
17	-	-	-	-	-	66,615	67,595	68,589	69,598

The salary schedule is based on a 171 day calendar.

APPENDIX C
THE SEVEN TESTS OF JUST CAUSE

- A) Reasonable Rule or Work Order.
Is the rule or order reasonably related to the orderly, efficient, and safe operation of the school/district?
- B) Notice.
Did the employee receive adequate notice of the work rule or performance standard and the possible consequences of failure to comply?
- C) Sufficient Investigation.
Did the District conduct an investigation before making a decision about taking disciplinary action?
- D) Fair Investigation.
Was the District's investigation fair and objective? Or did they look only for evidence to support their theory of what happened?
- E) Proof.
During the District's investigation, did they find clear, substantial proof of misconduct?
- F) Equal Treatment.
Has the District dealt with its employees equally, without discrimination? Have similarly-situated employees received the same discipline?
- G) Appropriate Discipline.
Is the proposed discipline reasonably related to the seriousness of the problem? In other words, does the punishment fit the crime?