



# SCHOOL BOARD MEETING REPORT

Board Meeting Date: 11/18/2014

Agenda # \_\_\_\_\_

Staff/Administrator: Debbie Breckner

Superintendent: David Holmes

Type of Item:  Informational  Action

**Please state your proposal briefly and clearly. What do you want the board to know, discuss, or decide?**

I am recommending that the Board approve the attached TREA/SOBC financial reopener for the 2014 - 2015 school years provided that the agreement is ratified by both TREA (Three Rivers Education Association) and SOBC (Southern Oregon Bargaining Council) prior to the regular Board meeting. The financial terms of the agreement include holding the insurance cap to \$950, a 1 % increase retroactive to July 1, 2014 payable in December 2014; with an additional 1% increase given on January 1, 2015. The cost of this reopener is approximately \$259,399 to the General Fund beyond what was budgeted for staffing costs for this school year.

**Provide history/background information on your proposal.**

As the board knows, this is the first school year since 2008 that the board has been able to offer students a full school year; and subsequently for staff, a full contract. Licensed staff members are primarily teachers, counselors and instructional coaches. Since 2008, licensed staff members have had reduced days, salary rates have been frozen for multiple years; and staff across all employee groups have had reductions. This contract represents the first full contract for teachers since 2008, along with a modest cost of living increase.

**List the advantages of your proposal:**

This is a comparable salary settlement with the licensed group in the District, as well as other groups in Southern Oregon, although insurance caps remain some of the lowest in the area. With approval of this agreement, we can begin the process of finalizing rates of pay for this school year. Employees will know the status of their contract; removing any unknowns until we return to the bargaining table.

**List possible disadvantages of your proposal:**

It is going to take significant staff time from both the Business Office and Human Resources to make the calculations for the December payroll; and again in January given the holidays and new payroll staff.

**List possible alternatives that could also offer a solution to your proposal. Why were they not recommended?**

Delay the vote - causes uncertainty with staff affecting morale throughout the District (provided TREA & SOBC ratify the contract.)

Superintendent's recommendation(s):

Approve: Yes  No

**MEMORANDUM OF AGREEMENT**  
**Between**  
**The Three Rivers Education Association/SOBC**  
**And**  
**The Three Rivers School District**  
**2014-2015**

**A. Employee Work Year/School Calendar**

1. The 2014-2015 school year shall be a full contract year, with the number of workdays for members of the bargaining unit reflecting Article 14, Calendar, with language added to reflect the original MOA regarding Newbridge High School.
2. The student calendar for the 2014-2015 school year shall be as adopted by the board on July 15, 2014.

**B. Modifications Addressed with this MOA**

1. Article 11 – Teaching Conditions Article 11 – Teaching Conditions shall be changed as attached. In addition it shall be modified for the 2014-15 school year as follows:
  - a. Reflect that the attached schedule shall be adopted by the parties.
  - b. Modify Article 11.C.3a. to read: High School Teachers Except for Newbridge: Each day bargaining unit members shall receive uninterrupted preparation time during the day. Total preparation time for each bargaining unit member per week shall equal (or exceed) the total amount of class time for any given period for that week. On days when all classes meet, preparation time shall be the length of one period. On other days, 1) preparation time shall be at least 30 minutes and 2) any teacher with regularly scheduled prep time shall receive it. Such assigned preparation time will be in addition to the lunch period.”
2. Article 14 – Calendar
3. Article 15 – Work Schedule
4. Article 17 – Leaves of Absence
5. Article 21 – Insurance
6. Article 23 – Professional Development Fund
7. Article 25 – Professional Salaries

**C. Terms of the Agreement**

1. The parties mutually agree to a 2014-2015 negotiated agreement which shall cover the 2014-2015 and 2015-2016 school years.
2. This Memorandum of Agreement shall be considered a modification to the Collective Bargaining Agreement.
  - a. All provisions of the Collective Bargaining Agreement not modified by this Memorandum of Agreement shall remain in full force and effect.
3. This Memorandum of Agreement shall become effective upon signature of the parties and shall expire June 30, 2016.
4. This MOA is a legal and binding addendum to our collective 2012-16 bargaining agreement and shall be subject to the same grievance procedures.
5. The parties agree that this Memorandum shall not be used as an argument for precedence in the future.

District Proposal  
October 23, 2014

**FOR THE ASSOCIATION:**

Kari A. O'Brien  
Kari O'Brien, TREA Bargaining Chair

**FOR THE DISTRICT:**

Debbie Breckner  
Debbie Breckner, HR Director

Kathy Coon, SOBC Chair

# Three Rivers School District - High School Bell Schedule

Monday		
Period	Start	End
FIRST BELL	7:55	
1st	8:00 AM	8:52 AM
2nd	8:56 AM	9:48 AM
Break	9:48 AM	9:58 AM
3rd	10:02 AM	10:54 AM
Lunch 1	10:54 AM	11:24 AM
4th	11:28 AM	12:20 PM
4th	10:58 AM	11:50 AM
Lunch 2	11:50 AM	12:20 PM
5th	12:24 PM	1:16 PM
6th	1:20 PM	2:12 PM
Break	2:12 PM	2:19 PM
7th	2:23 PM	3:15 PM

Tuesday		
Period	Start	End
FIRST BELL	7:55 AM	
1st	8:00 AM	8:52 AM
2nd	8:56 AM	9:48 AM
Break	9:48 AM	9:58 AM
3rd	10:02 AM	10:54 AM
Lunch 1	10:54 AM	11:24 AM
4th	11:28 AM	12:20 PM
4th	10:58 AM	11:50 AM
Lunch 2	11:50 AM	12:20 PM
5th	12:24 PM	1:16 PM
6th	1:20 PM	2:12 PM
Break	2:12 PM	2:19 PM
7th	2:23 PM	3:15 PM

Wednesday		
Period	Start	End
FIRST BELL	7:55 AM	
1st	8:00 AM	8:52 AM
2nd	8:56 AM	9:48 AM
Break	9:48 AM	9:58 AM
3rd	10:02 AM	10:54 AM
Lunch 1	10:54 AM	11:24 AM
4th	11:28 AM	12:20 PM
4th	10:58 AM	11:50 AM
Lunch 2	11:50 AM	12:20 PM
5th	12:24 PM	1:16 PM
6th	1:20 PM	2:12 PM
Break	2:12 PM	2:19 PM
7th	2:23 PM	3:15 PM

Thursday		
Period	Start	End
1st	8:00 AM	9:20 AM
Break	9:20 AM	9:25 AM
3rd	9:29 AM	10:49 AM
Intervention	10:53 AM	11:53 AM
Lunch	11:53 AM	12:23 PM
5th	12:27 PM	1:47 PM
Break	1:47 PM	1:51 PM
7th	1:55 PM	3:15 PM

Friday		
Period	Start	End
LATE START		
2nd	9:15 AM	10:35 AM
4th	10:39 AM	11:59 AM
Lunch	11:59 AM	12:44 PM
6th	12:48 PM	2:08 PM
Break	2:08 PM	2:11 PM
Intervention	2:15 PM	3:15 PM

## ARTICLE 11

### TEACHING CONDITIONS

#### A. TEACHING MATERIALS, EQUIPMENT, DUPLICATING FACILITIES AND TEACHER FACILITIES

The District will make every reasonable effort to provide textbooks, reference materials, teaching supplies, duplicating facilities, furniture and equipment, teacher restrooms, faculty rooms and telephones.

#### B. NON-TEACHING DUTIES

1. Teachers shall not be required to perform non-teaching duties including, but not limited to, collecting for and distribution of milk, supervision of cafeterias, sidewalks, playgrounds, restrooms, bus loading or other non-teaching duties.
2. Following school start-up each year, elementary teachers shall not regularly be assigned recess, bus, and lunchroom duties.
3. Service on committees or teams (e.g., SST and site council) shall be voluntary and each individual shall not exceed an average of three (3) hours per month over the course of a school year. Volunteers will be asked for each year unless a process (e.g., Site Council elections) dictate another process. At no time will the District be out of compliance with requirements to have established committees (e.g., Site Councils, Safety Committees, etc.) as required by law.

#### C. PREPARATION TIME

1. Elementary Teachers: Each teacher shall receive no less than one (1) forty-five minute block of continuous, uninterrupted preparation time each day or two (2) thirty (30) minute blocks which shall be teacher directed; and an additional hour of continuous, uninterrupted time each week as determined by the building principal. Such assigned preparation time will be in addition to the lunch period.
2. Middle School Teachers: Middle School Teachers: Each teacher shall receive no less than one (1) forty-five minute block of continuous, uninterrupted preparation time each day and an additional half hour of continuous, uninterrupted preparation time each week as determined by the building principal. Such assigned preparation time will be in addition to the lunch period. In K-8 schools the District may follow this preparation time language or the Elementary preparation time language for middle school bargaining unit members.
3. High School Teachers Except for Newbridge: Teachers in the high schools including Newbridge shall have one (1) class period per day assigned as a preparation period. Such assigned preparation time will be in addition to the lunch period.
4. Newbridge teachers shall have one (1) period per day assigned as a preparation period. Such preparation time will be in addition to the lunch period. In addition, Newbridge teachers shall be provided one (1) thirty (30) minute block of time per week tied to lunch to complete activities assigned such as MDT's, PLC/Ts, data collection and student evaluation.
5. Teachers will be offered the option to have their preparation time in one of three options: either before school, after school, or split between before and after school. High School teachers may be offered their preparation time during the student day.
6. The District may, up to ten (10) times each school year and no more than 1 (one) time each month, schedule teachers' meetings which includes common workdays. Administrators may establish a

common workday to accommodate a common need and will set a calendar at the beginning of each semester, but no later than one week prior to the day. A common work day schedule may be scheduled on late start/early release days up to a maximum of one (1) day a week.

7. The District will protect preparation time for teachers. Preparation time is time controlled by the teacher to prepare for students at the teacher's discretion.

#### D. OTHER TEACHERS - DUTY TIME

Other teachers who are not regular classroom teachers shall be provided preparation to the same extent as classroom teachers.

#### E. HEALTH AND SAFETY

1. The District will provide a safe and healthful working environment by complying with state and federal workplace safety and health laws. Employees will not be required to work under unsafe or hazardous conditions, as identified by the District.

Employees will be informed as soon as the hazard is identified when they are potentially exposed to contagious diseases, illnesses, or environmental hazards and notified of what action, if any, they need to take to protect themselves.

2. Recognizing the need to keep employees informed of specific information on students that could present a safety problem to student or employees, the District will do the following:
  - a. The District will obtain the files of students who transfer into the District as soon as possible.
  - b. The information gathering, sharing and development of behavioral plans will be implemented as soon as possible after the student registers in the school and is placed in the classroom.
  - c. Teachers will participate in teams that conduct Functional Behavior Assessments and develop Behavior Intervention Plans, and will be responsible for implementing plans in their classrooms.
  - d. Student IEP's, including behavioral goals and required behavioral modifications will be made available to all teachers assigned to teach students eligible for special education under state and federal law.
  - e. Based on the above information, the IEP team will develop strategies for managing any behavioral problems.
  - f. Employees who have a medically fragile child in their classroom will be trained in the appropriate procedures to follow for emergency situations, warning signs, and any other pertinent medical information.
3. Any time a classroom condition exists which, in the teacher's judgment, poses a serious health or safety threat; the teacher shall notify the building principal of such condition. If the problem is not resolved in a timely or satisfactory manner, the employee shall have access to a "Work Environment Concern" form located in the office of each work site. The "Work Environment Concern" form will be turned in to a district designee. A written response to every concern must be returned to the originator of the concern within two weeks and shall delineate the timeline and action the district intends to take.

No reprisals or discrimination shall be taken against any employee who makes disclosures of unsafe or unhealthy working environment.

F. CONSTRUCTION AND MOVING

Employees required to pack classrooms for periods of construction and moving beyond the length of the current contract will be provided one paid day for packing and one additional paid day for unpacking, if requested by the building principal. These days will be paid at the extra duty rate of pay. The District Administration may approve additional time.

G. SUBSTITUTES

A substitute may be assigned to a different classroom during the preparation period only if a substitute shortage occurs in the District, an emergency occurs, or the substitute has completed the work left by teacher. The absent teacher will be provided the reasons for the reassignment, if requested.

H. SPECIAL EDUCATION

If a Special Education teacher needs additional time to complete required paperwork or testing in a timely manner, he/she shall contact the building principal. Release time shall be authorized by the building administrator(s) after discussion with the teacher as to the reasons for the need for release time.

All Special Education teachers servicing students in more than one building will not be required to serve on any building level committees and will have a consistent schedule.

I. DUAL CURRICULUM CLASSROOMS

Dual curriculum classrooms are those classrooms where more than one grade level of curriculum is being taught. For example, a teacher may be assigned a 3/4 classroom, instructing both 3<sup>rd</sup> and 4<sup>th</sup> grade students. Teachers may use their professional judgment to blend core instruction. If a teacher teaching a dual curriculum classroom needs additional planning time, he/she shall contact the building principal. Additional time shall be authorized by the building administrator(s) after discussion with the teacher.

The size of a class should be limited to the number of students a teacher can reasonably and effectively be expected to teach in a eight (8) hour day. The parties agree to set a plan to establish class size limits and will jointly lobby for funding for class size reductions.

Tentative agreement 10-23, 2014:

Kari A. O'Brien  
Kari O'Brien, TREA Bargaining Chair

Debbie Breckner  
Debbie Breckner, District

## ARTICLE 14

### CALENDAR

- A. The annual school calendar shall be one hundred and ninety (190) work days, including up to one hundred eighty (180) days taught, in a twelve (12) month period, except as may be specifically exceeded by individual teacher contract extension during the twelve month period.
- B. In the event of a situation beyond the reasonable control of the District which requires the closing of one or more of all of the schools, adjustments may be made at the discretion of the Board, to provide from one hundred and ninety (190) work days during the twelve (12) month period with no additional pay in excess of the teachers' yearly contracted salary.
- C. The work year for all teachers in the District except Newbridge High School shall consist of the following:

190 contract days:

- 176 student contact days
- 5 in-service/staff development days
- 4 clerical days with at least one at the end of each grading period
- 5 paid holidays – Labor Day, Veteran's Day, Thanksgiving, President's Day, and Memorial Day

- D. The work year for teachers at Newbridge High School shall consist of the following:  
206 contract days:

- Up to 196 student contact days
- 5 in-service/staff development days
- Release time for 8 half clerical days at the end of each grading period, which will total thirty two (32) hours by the end of the year
- 5 paid holidays – Labor Day, Veteran's Day, Thanksgiving, President's Day, and Memorial Day

Each day of the nineteen (19) day contract worked during the summer session shall be paid per diem rate of pay for the annual salary schedule of the current school year. Existing Newbridge High School teachers shall be given the first right of refusal to work these summer positions. The summer contract days shall include a paid holiday for the Fourth of July, and any day designated by the Governor during this period of time as a holiday.

- E. Teacher input is encouraged and solicited by the District in developing a school calendar. At least ten (10) days before the Superintendent presents a recommended calendar to the Board for approval, he will first send a copy to the Association president and give the Association an opportunity to meet with him to present to him and discuss any changes.

Teacher attendance shall not be required on those days whenever student attendance is not required due to inclement weather, acts of God, or equipment failure.

Teacher attendance shall not be required at Newbridge High School on those days whenever student attendance is not required in the Grants Pass School District #7 due to



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inclement weather, acts of God, or equipment failure. However, if a teacher wishes to work that day they will be provided equal compensatory time to be used at any time during the remainder of the school year, or reimbursed an additional day of salary at their per diem rate.

- F. If total student contact time falls below the state required minimum due to closures for inclement weather, acts of God, or equipment failure, make-up days may be scheduled.

Tentative agreement 10-23, 2014:

*Kari A. O'Brien*

Kari O'Brien, TREA Bargaining Chair

*Debbie Breckner*

Debbie Breckner, District

## ARTICLE 15

### WORK SCHEDULE

- A. The normal school day for a teacher shall be eight (8) hours time on school premises and/or approved school business. The day will normally commence fifteen (15) to thirty (30) minutes before classes begin at teacher discretion, and end when eight (8) hours are completed. Teachers have professional discretion regarding their work day. Professional obligations such as IEP meetings, parent meetings, and other professional responsibilities will be met within the regular work day. Included in the foregoing eight (8) hours, a one-half (1/2) hour duty-free lunch period shall be scheduled. Teachers working less than two-thirds (2/3) of a day may be provided a duty-free lunch period which, if provided, shall be in addition to their regular assigned duty time.
- B. It is recognized that in certain instances such as for District meetings, parent conferences, PTA/PTG meetings, and open house, teacher attendance may be necessary outside of the regularly scheduled eight (8) hour day, but no more than an average of three times per semester. Teachers are encouraged, but not obligated, to attend student programs. The administration shall be reasonable in the expectancy of teacher participation outside the normal workday, and in the length and frequency of such, and shall provide adequate notice prior to making such requests.

If requested by administration and accepted by a teacher, and such time extensions that average more than two hours per month, such excess time shall be paid in paychecks on a pro-rated per diem basis in paychecks three times per year (December, March, and June) or in trade time.

- C. Teachers shall adhere to the daily schedule and shall make no commitments which will preclude their being present in their assigned responsibilities. Requests for exceptions must be submitted to the principal prior to the anticipated teacher absence and/or late arrival or early departure. Salary deductions will be made on a per diem basis, or a pro-rata share thereof, of unapproved absence, late arrival or early departure. Except during their duty-free lunch period, the teachers shall not leave the buildings to which they are assigned during class or preparation periods without the consent of the building principal.

Tentative agreement 10-23, 2014:

Kari A. O'Brien

Kari O'Brien, TREA Bargaining Chair

Debbie Breckner

Debbie Breckner, District

## ARTICLE 17

### LEAVES OF ABSENCE

All leave balances will be allocated in hours equal to a teacher's FTE percentage and hours will be deducted from the balance according to the number of schedule hours absent.

#### A. PAID LEAVES OF ABSENCE

##### 1. Sick Leave

- a. The District will allow each teacher ten (10) days sick leave at full pay each year for absence from the job because of personal illness, disabling injury, or illness in the immediate family. Teachers working at Newbridge High School on the 206 day contract shall receive eleven (11) days of sick leave per year at the beginning of each school year. (Discuss) Bargaining unit members who worked the full summer session at Newbridge High School during July 2014 will receive one (1) additional sick day.
- b. Sick leave days may be accumulated by probationary and contract teachers only if not used in the year for which granted. Total sick leave which can be accumulated by any teacher under this Agreement for sick leave shall be unlimited.
- c. As provided by statute, the District will permit an experienced teacher to transfer, at full credit, unused sick leave accumulated in another Oregon district.
- d. Teachers whose absence for illness or injury extends beyond the period of accumulated sick leave shall have their pay reduced at the rate of the daily rate of pay for each teaching day of such additional absence.
- e. A teacher returning from any illness of more than five (5) consecutive school days, whether or not sick leave benefits have been paid, may be required by the District to furnish a medical doctor's certificate of health prior to returning to work, in order to safeguard the teacher's health and the health of students and fellow employees.
- f. All sick leave benefits shall terminate and/or be forfeited upon the effective date of termination of employment for any reason except retirement where benefits are established by 1973 legislation. Pursuant to Chapter 646, Oregon Laws 1973 (Senate Bill 622), the District shall request that the Public Employees Retirement Board add to the gross amount of salary used in determining "final average salary," as defined in ORS 237.003 (12) for utilization in determining total retirement allowance, the monetary value of

one-half (1/2) of the unused accumulated sick leave of each teacher of the District retiring on or after July 1, 1974.

- g. **Pregnancy:** Normal pregnancy disability shall be defined as work disability caused by normal childbirth. Normal pregnancy disability shall be eligible for accumulated sick leave benefits.
- h. **Oregon Worker's Compensation Leave:** Any absence from work while temporarily disabled by reason of a compensable industrial accident or disease shall be counted as sick leave unless the employee elects in writing not to be so paid. Payment will be based on the difference between the employee's temporary disability benefits and his/her regular salary. The employee will be charged fractional sick leave to the nearest half hour, according to the fraction of his/her daily salary so paid.

All calculations are to be done on the teacher's gross contracted daily wage.

- i. **Notification of Accumulated Sick Leave:** Each teacher shall have printed on their monthly check stub an accounting of their sick leave.

j. **Sick Leave Bank**

1. The District and the Association will establish and manage a paid sick leave bank for bargaining unit members. The purpose of the sick leave bank shall be to extend to those employees additional paid leave hours should a serious illness or injury exhaust the bargaining unit member's accumulated sick leave.
2. Bargaining unit member's participation in the sick leave bank shall be voluntary.
3. For those bargaining unit members who have joined the Sick Leave Bank, up to one (1) day of sick leave shall be transferred to the bank each October. Requests for contributions of sick leave hours will be sent to all bargaining unit members when necessary. The maximum annual contribution of sick leave to the bank by any bargaining unit member shall be one (1) day.
4. Donation of sick leave may be either personal or sick leave time, and must be donated in 1/2-day increments.
5. All sick leave hours contributed to the sick leave bank shall be deducted by the District from the time of contribution. Once the leave is donated to the bank the revocation of the sick leave day is final and will not be returned to the donating employee.
6. Sick Leave Bank hours shall only be used by bargaining unit members who have a doctor's opinion stating they are unable to perform their assigned responsibilities due to a serious illness, injury, or other reason acceptable under OFLA/FMLA.

If a request is made under extenuating circumstances, the request may be reviewed by the District representative and Association representative resulting in additional leave being granted.

7. A representative from the Association and the District shall work together to accomplish the following:
  - a. Award or deny a bargaining unit members' request for leave from the Sick Leave Bank; and
  - b. Terminate the use of sick leave from the Sick Leave Bank for a bargaining unit member when he/she exhaust benefits, become ineligible, or "misuse" benefits from the Bank.
8. An employee who has been denied access to the Sick Leave Bank may appeal the decision to a committee made up of three (3) District representatives and three (3) bargaining unit members. The committee shall use a consensus-based decision making model when reviewing all Sick Leave Bank decision in dispute or appealed
9. An employee must exhaust all of his/her paid leave prior to accessing the Sick Leave Bank and not be collecting workers' compensation or long-term disability benefits in order to be eligible for leave from the Sick Leave Bank.
10. Leave from the Sick Leave Bank will be allocated in twenty (20) day increments. No one shall be granted more than sixty days in one year from the Bank. If an employee does not use all of the days granted by the Sick Leave Bank, the unused sick leave days will be returned to the Bank. In extenuating circumstances, this may be reviewed by a representative from the District and a representative from the Association to mutually agree upon any additional days beyond sixty days per year.
11. Any unused Sick Leave Bank days at the end of the work year shall be carried over to the next work year. An annual account balance shall be provided to the Association.
12. If the Sick Leave Bank becomes depleted, the District will contact the Association and discuss whether additional days should be solicited.

## 2. Personal Leave

- a. Personal leave shall be allowed up to three (3) per school year, usable in not less than one-half (1/2) day portions. The three (3) days shall not be deducted from sick leave, and are not accumulative.
  1. Two (2) days shall be fully paid by the district under the following conditions:
    - a. In requesting personal leave, the teacher need only state the nature of the matter to be taken care of (medical, legal, family, family illness, etc.).
    - b. Personal leave under this sub-section shall not be used as recreation or vacation leave, to extend a vacation period, for Association business, or to serve as a litigant or witness against the District, or for personal illness if the teacher has accrued sick leave.

2. The remaining day shall be of the member's choice, and will also be fully paid by the District. This day is entirely discretionary with the member as to the reason for taking such leave. No reason need be given the District only that such leave is being taken under this subsection.
  - a. Personal leave under this sub-section shall not be used for Association business, or to serve as a litigant or witness against the District, or for personal illness if the teacher has accrued sick leave.
3. Personal leave should be approved at least five (5) days in advance whenever such prior approval is feasible. Leaves for involuntary absences occasioned by personal business of an emergency nature should be applied for within five (5) days upon return to service. Leave requests shall be submitted on an approved form.
  - a. The teacher shall submit to the principal complete lesson plans, seating charts and grade books or any other items necessary for the effective conduct of the class, as a prerequisite for granting the leave.

3. Bereavement Leave

- a. The District shall grant leave with pay not to exceed three (3) days per school year to teachers for the death of a member of the immediate family if the funeral is in Oregon. Said leave shall commence upon request of the teacher. Immediate family shall be interpreted to mean teacher's mother, father, spouse, son, daughter, sister, brother, mother-in-law, father-in-law, or grandparent. Two additional days shall be granted if the funeral occurs outside the state of Oregon. In the event emergency conditions arise, an extension of this leave shall be determined upon individual circumstances by the Superintendent.
- b. Bereavement leave shall not be accumulated from year to year.

4. Jury Duty Leave

When an employee is required to appear in court for jury duty, his regular pay will continue. However, he shall have deducted from his pay an amount equal to the pay he receives from the court as a jurymen for each day he is absent from school. The foregoing does not apply to court reimbursement for expenses.

5. Court Appearances Leave

Leave with pay shall be granted when an employee is subpoenaed to appear in court for actions related to school district matters in which the employee is a party, except when the employee is a litigant against the District or is subpoenaed by the Association.

6. Professional Leave

Teachers may be granted three (3) days leave during the school year without loss of pay to visit schools or to attend professional meetings and educational conferences. This leave may be granted if the requests are presented in writing in advance to the building principal. When the district requests such attendance at a meeting, the District will reimburse certain expenses of attendance. Those reimbursable expenses are for the cost of transportation, registration, food, and when necessary, lodging.

7. Good Cause

Other leaves of absence with pay may be granted by the District.

8. Family Leave Act

The District will comply with the provisions of the state and federal leave acts, using a 12-month rolling calendar.

9. Trade Time

Trade time may be earned as noted under Article 15; and when earned will be earned as straight time for time. Trade time may be accumulated up to eight (8) hours; and may be used during non-student contact times should a teacher like to arrive late or leave early. Accrual and the use of trade time are to be approved by a building administrator in advance. Trade time will not carry over from school year to school year.

B. UNPAID LEAVE

1. Association Leave

A leave of absence of up to two (2) years shall be granted to any teacher upon application, for the purpose of serving as an officer of the Association or its state and national affiliates.

2. Political Leave

A leave of absence not to exceed two (2) years shall be granted to any teacher, upon application, for the purpose of campaigning for, or serving in, a public office. This shall not be interpreted as leave to campaign for another individual.

3. Maternity Leave

A pregnant teacher shall be granted maternity leave, which will be unpaid unless otherwise stated. Maternity leave shall commence and teaching shall resume upon determination of the teacher's attending physician, provided that the teacher must be able to perform all normal duties as prescribed by the building principal.

4. Leave Without Pay

a. A teacher may be granted leave without pay upon approval by the principal and submitting a request in writing to the Superintendent or designee. For each day absence on such approved leave, the employee's salary will be reduced by the daily rate of pay.

b. After three (3) years continuous service, an unpaid leave of absence, not to exceed one (1) year may be granted by the District upon written application by the teacher specifying the use of the leave.

5. Extensions and Renewals

All extensions, renewals and applications for leave shall be applied for in writing.

6. Return to Service

All benefits to which a teacher was entitled at the time his leave of absence commenced, including length of service in the District, unused accumulated sick leave, and credits toward sabbatical eligibility, shall be restored to him upon his return as fully as if he had never taken said leave; and he shall be assigned to a position for which he is qualified. However, there shall be no accumulation during the period of leave.

C. SABBATICAL LEAVE

Sabbatical Leave will be put in abeyance for the 2012-2013 school year and will not be available.

1. A teacher who has completed at least seven (7) years of continuous service in the District shall be eligible for sabbatical leave for a planned academic program not to exceed one (1) year at an annual salary of no less than one-half (1/2) of the teacher's current annual salary. Current annual salary means that salary the teacher would normally receive in the year the leave is to be in effect.
2. Application for sabbatical leave shall be made to the Superintendent by February 1 of the school year preceding the year in which the leave is to be effective. The granting of sabbatical leave shall be at the discretion of the Board.
3. A teacher on sabbatical leave shall not forfeit any of his privileges under the retirement law, insurance benefits, salary increment or sick leave to which he would be entitled if in continuous service. Regular payroll deductions for state and federal taxes, etc., shall be made from the salary granted the employee. If the teacher is a member of the Public Employees Retirement System, the District will continue making payments as called for under this Agreement. The name of the person on sabbatical leave will be retained on the District payroll, and the absentee shall keep the District Clerk advised as to where the monthly checks are to be forwarded.



4. The applying for and acceptance of sabbatical leave constitutes an agreement between the teacher and the District that upon return from sabbatical leave the teacher will serve at least two (2) years in the District. A teacher who does not abide by the terms of this Agreement shall repay the District the amount of salary and fringe benefits received while on leave. A teacher may be released from such repayment if his failure to fulfill the Agreement is due to his illness, disability, death, or dismissal by the Board.
5. Upon return from sabbatical leave, the teacher shall be reassigned to a position for which he is qualified in the District unless otherwise mutually agreed arrangements have been made between the teacher and the District.
6. The District may approve such leave for up to four (4) licensed staff in any one school year.

Tentative agreement October 23, 2014:

  
Kari O'Brien, TREA Bargaining Chair

  
Debbie Breckner, District

## ARTICLE 21

### INSURANCE

- A. The District agrees to provide access to hospital/medical, dental, long term disability and vision care insurance for each employee. These provisions apply to both active and qualified retired employees.

The District's contribution to insurance will be capped at \$950.00 per month for 2014-2015, effective October 1, 2014.

When the 2014-2015 Legislature allocates funding for the biennium, the parties will negotiate insurance rates for the next two years.

- B. Retirees may be billed on a tiered rate rather than a composite rate.
- C. The choice and type of insurance and selection of insurance carriers will be made by TREA/SOBC. The TREA/SOBC agrees to consult with the District prior to making a decision. The decision will be made as soon as possible after all plans and prices have been provided to the TREA/SOBC representatives on the insurance committee, but no later than forty-five (45) days after presentation of initial insurance quotes. Multiple bids will be solicited from different insurance companies. It is further understood that the District's insurance broker will be allowed to communicate directly with the TREA/SOBC designated insurance representative.
- D. The District shall provide each employee with a copy of the schedule of benefits for the program in which the employee is enrolled.
- E. Temporary teachers shall not be eligible for insurance coverage until the first of the month following sixty (60) days of continuous employment.
- F. The District will provide a section 125 plan at no cost to the employees.

Tentative agreement 10-23, 2014:

Kari A. O'Brien  
Kari O'Brien, TREA Bargaining Chair

Debbie Breckner  
Debbie Breckner, District

## ARTICLE 23

### PROFESSIONAL DEVELOPMENT

The District will continue to provide professional development opportunities and staff through federal dollars that are dedicated for professional development purposes.

- A. The District agrees to provide \$35,000.00 for staff utilization for the purpose of professional development. Any unused funds will be added to the next year's fund. At no time will the balance of the fund be greater than \$45,000.00. Such funds are intended to be used to reimburse teachers for costs and expenses (including paid leave as necessary) of short-term training experiences as well as programs such as National Board Certification.
- B. The TREA President and the Director of Human Resources shall determine eligibility requirements and procedures for application. Consideration of applications shall be based on the relevancy of the training to the teacher's assignment, the potential value to the District, and the distribution of funds district-wide.
- C. This fund is not intended for use as a tuition reimbursement fund for "credit" courses. However, a training experience that would otherwise be approved will not be disapproved simply because a teacher would receive credits for advancement on the salary schedule. The committee, however, will take this factor into consideration when determining the level of reimbursement for such approved course work.

Tentative agreement 10-23, 2014:

Kari A. O'Brien  
Kari O'Brien, TREA Bargaining Chair

Debbie Breckner  
Debbie Breckner, District

## ARTICLE 25

### PROFESSIONAL SALARIES

#### A. SALARY SCHEDULE

1. Salary Schedule – 2014-2015

All teachers who were eligible to receive a step increase during the 2014-2015 school year will receive that step as of July 1, 2014.

The salary schedule for the 2014-2015 school year shall be determined by increasing the 2013-2014 salary schedule base by 1% July 1, 2014; and by 1% again on January 1 2015.

- a. Teachers who have completed or complete the National Board Certification while employed with the District will be paid a one-time bonus equal to \$1000.

When the 2014-2015 Legislature allocates funding for the biennium, the parties will negotiate salary for the next two years.

#### B. EXTRA DUTY PAY AND EXTENDED CONTRACT

1. Salaries for extra duty assignments are as set forth in Appendix B. Salaries for extended contract assignments are as set forth in Appendix C.

2. The extra duty salary schedule shall reflect the 2010-2011 adjusted rates.

- C. New teachers hired into the District shall be placed on the salary schedule at the discretion of the District; however, no new person shall receive a salary higher than a person currently employed with an equal number of hours and years of experience.

- D. The regular pay date during the school term shall be the last teaching Friday of the month unless that Friday falls on a day when school is not in session; then teachers shall receive pay on the last working day preceding that Friday. The 10th, 11th and 12th installments shall be paid on the date the teacher completes his work for the school year unless the teacher requests differently.

#### E. Draws:

A monthly draw of 50 percent of monthly contracted salary shall be available to teachers who properly authorize such draws no later than the first Friday of the month. If the first Friday falls on nonworking day, authorization must be in the first working day after that Friday. Such draws shall be paid on the second Friday of each month, September through May. All draws shall be subject to the withholding of taxes as required by the Internal Revenue Code.

Three draws will be allowed without question. Emergency requests beyond the allowable three will be at the approval of the Superintendent or designee.

- F. Any balance in the contractual salary, due to a teacher not returning to the District, shall be paid on the last day of the teacher's contract term, provided all work is completed.

- G. Prep Period Payment: In the event that it is necessary to regularly assign a class to a teacher during a prep period, the prep period will be purchased at 1/7<sup>th</sup> of the teacher's regular salary or 1/# of total periods in one day. (For example, if there are five (5) total student class periods in a day and the teacher teaches four (4) of the classes, they would be purchased at 1/5<sup>th</sup> of the teacher's total salary.) Each teacher shall have the right to elect not to take an assignment during their prep time without consequence.
- H. Certification of earned credits for the purpose of horizontal movement on the salary schedule shall be made by official transcript and filed in the Superintendent's office on or before September 15, each year. Grade cards will be accepted pending receipt of the official transcript.
- I. Each teacher shall be paid on the basis of twelve (12) equal monthly payments.
- J. If a teacher is granted a leave without pay, for each day's absence the employee's salary shall be reduced by the pro rata daily rate of base pay.

Reduction in extra duty or extended contracts will be based on a pro rata amount of the numbers of days included in the particular assignment.

K. PERS /OPSRP PICK-UP

1. The District shall "pick-up" the six percent (6%) employee contribution required by PERS (Ch.238)/OPSRP (Ch. 238(a)). The parties agree that employee compensation has not been reduced in order to generate the funds needed to make these employee contributions; the employer will file any required notices with the Public Employees Retirement Board.
2. The full amount of required employee contributions paid pursuant to Section K (1), above, shall be considered as "salary" with respect to PERS/OPSRP for the purpose of computing an employee member's "final average salary" and shall also be considered as "salary" for the purpose of determining the amount of employee contribution required to be contributed pursuant to state law.
3. The provisions of Article 25 at Section K (1) and K (2) above shall not be reopened or modified and do not expire under Article 32, Term of Agreement.

Tentative agreement 10-23, 2014:

Kari A. O'Brien  
Kari O'Brien, TREA Bargaining Chair

Debbie Breckner  
Debbie Breckner, District