

TENTATIVE AGREEMENT
between
Eugene School District 4J and Eugene Education Association

ARTICLE 1 - RECOGNITION

1.1 EXCLUSIVE REPRESENTATION:

The Board hereby recognizes the Eugene Education Association as the exclusive representative, as defined in ORS 243.650 to 243.782, of all licensed personnel, except supervisory and confidential personnel, substitutes, and employees working less than one-half time.

1.1.1 The term "unit member" shall include all employees represented by the Association in the bargaining unit. The term shall include teachers, school counselors, registered nurses and nurse practitioners, librarians, mental health specialists, school psychologists, career and technical education teachers, speech and language pathologists, occupational therapists, physical therapists, athletic trainers, reading specialists, home/hospital teachers, clinical professors, department chairpersons, and head teachers.

1.1.2 A contract unit member is a contract teacher under Oregon law.

1.1.3 The term "Board" shall include its officers and agents.

1.1.4 The term "Superintendent" shall include the Superintendent or his/her designee.

1.1.5 The term "substitute" shall include all members of the bargaining unit represented by the Eugene Association of Substitute Teachers.

1.1.6 The term "temporary" shall include those unit members employed to fill a position designated as temporary by the District or to fill a vacancy that occurs after the opening of the school year due to unanticipated circumstances. A temporary unit member shall acquire no reduction-in-force rights under Section 12.12 during the term of temporary employment and is not eligible for Section 9.1, Long-term Medical Leave. If a temporary unit member is subsequently hired as a unit member after completion of the temporary assignment, the unit member shall be given credit for the temporary assignment under the terms of Sections 4.3 and 4.4 (See Section 9.12).

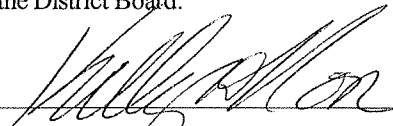
1.2 NO OBLIGATION:

Granting of recognition is not to be construed as obligating the District to continue any function or policy in any way.

1.3 DUTY OF FAIR REPRESENTATION:

The Association agrees to fulfill its duty of fair representation and agrees to indemnify, defend and hold the District harmless against any claim, demand, suit or liability (monetary or otherwise) arising from any action taken or not taken by the Association with respect to its duty of fair representation. The Association's liability begins at the point the Association breaches its duty of fair representation. Under this provision the Association is not liable for the District's attorney fees.

For the District Board:

By 

Date: 6/19/14

For the Association:

By 

Date: 6-19-14

*This Agreement is subject to ratification of the Agreement as a whole.