

AGREEMENT BETWEEN

GLADSTONE SCHOOL DISTRICT #115

&

GLADSTONE TEACHERS ASSOCIATION

2018-2021

(Revised January 10, 2020)

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PREAMBLE

This Agreement is entered into by the Gladstone School District, herein referred to as the District, and the Gladstone Teachers Association, affiliated with the Oregon Education Association and the National Education Association, herein referred to as the Association.

ARTICLE 1

RECOGNITION

- A. The Board recognizes the Association as the sole and exclusive bargaining representative on wages, hours and conditions of employment of all regular full-time and part-time (.5 FTE or more), certified teaching personnel. Supervisors, confidential employees, substitutes, and temporary teachers who are employed on a consecutive basis for less than one month, and all other employees are specifically excluded from the bargaining unit.
- B. The Board agrees not to negotiate with or recognize any teachers' organization other than the Association for the duration of this Agreement.

ARTICLE 2

NEGOTIATIONS PROCEDURE

- A. This Agreement shall terminate on the date specified in Article 32. If either party desires to reopen this Agreement for negotiations for a successor agreement, such party shall give written notice to the other on or before December 1 prior to the termination date.
- B. 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.
- C. There shall be two (2) signed copies of the final Agreement for the purpose of records. One (1) shall be retained by the District and one (1) by the Association. A copy of this agreement will be provided by the District for each teacher and distributed by the Association.

ARTICLE 3

ASSOCIATION RIGHTS AND PRIVILEGES

A. **USE OF SCHOOL BUILDINGS**

- 1. School facilities may be used for Association meetings at reasonable times approved by the District, provided that such meetings shall not interfere with the normal school operations. All Association meetings shall be scheduled through the office of the building principal. The Association shall reimburse the District for all costs associated with such use including custodial overtime.
- 2. Use of facilities and equipment outlined in this article shall be restricted to Gladstone certified staff.

3. The Association shall have, in each school building, the use of a bulletin board. The location of such bulletin board shall be in the faculty lounge dining room, when such room exists. These bulletin boards may be used for posting of Association communications so long as such communications are labeled as Association materials.

B. USE OF SCHOOL EQUIPMENT

The Association shall have the right to use the school office equipment and audiovisual equipment for Association business at reasonable times, when otherwise not in use. The Association shall pay for the cost of all materials and supplies incidental to such use and for any repairs necessitated as a result thereof.

C. PUBLIC INFORMATION

1. The District shall furnish the Association with all public, non-confidential information (as defined in the Public Records Law and the Public Employees Collective Bargaining Act) necessary for the Association to carry out its representation responsibilities.
2. The Association shall reimburse the District reasonable costs incurred in the development and delivery of such public information.

D. RELEASE TIME FOR MEETINGS

Whenever any certified staff member is required by the District to participate during working hours in negotiations, grievance proceedings, conferences or meetings, they shall suffer no loss in pay.

E. RIGHT TO SPEAK AT MEETINGS

Upon request, an Association representative shall be allowed to make brief announcements at the end of any faculty meeting. Attendance shall be voluntary during the Association presentation.

F. SCHOOL MAIL

The Association shall be allowed to use faculty mailboxes and the support of the District courier when available for distribution of its communications.

G. IN-SERVICE

The Association shall have mutually agreed upon time to explain the Contract and related business at the in-service at the start of the school year. Attendance shall be voluntary.

H. SCHOOL BOARD

1. The District shall place on the Board agenda any item brought to the District by the Association's local spokesperson in accordance with the current District practice.
2. The District shall provide the Association's local spokesperson with an advance agenda, approved Board minutes, and a copy of the Board packet (excluding confidential information) on the same day they are sent or given to Board members.

I. GTA RELEASE TIME

1. Upon mutual agreement by the District and the Association, up to an aggregate total of fifteen

(15) days may be used by the Association for negotiations, contract maintenance, and grievance processing. The Association shall pay the cost of the substitute for all such days used.

2. The president of the Gladstone Teachers Association is granted up to sixteen (16) days per school year for the purpose of conducting Association business. Prior to the beginning of each school year, the president and principal of the school will mutually develop a schedule for the use of the days. It is the intent of both the Association and Board that no more than two (2) days of leave be scheduled in any one month. The Association will pay for the cost of the substitutes used by the District for this leave.
3. If a president's duties lie outside scheduled student contact, and the president does not require a substitute, the Association and the District will mutually arrange for the president's leave.

ARTICLE 4

MANAGEMENT RIGHTS

- 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 contractual activities of its employees, except as limited by this Agreement and applicable state law.
- B. Without limiting the generality of the foregoing, it is expressly recognized that the Board's operational and managerial responsibilities include:
 1. The right to determine location of the schools and other facilities of the school system.
 2. The maintenance, control, and use of school system property and facilities.
 3. The determination of safety, health, and property protection measures where legal responsibility of the Board or other governmental unit is involved.
 4. The determination of financial policies of the District, including the general accounting procedures, inventory of supplies and equipment procedures, and public relations.
 5. The selection 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.
 6. The right to enforce the policies and standard practices now in effect and to establish new policies and standard practices from time to time, not in conflict with this Agreement.
 7. The direction and arrangement of all working forces in the system including the right to hire, suspend, discharge, or discipline, or transfer employees, subject to the laws of Oregon and this Agreement.
 8. The creation, combination, modification, or elimination of any teaching position(s).
 9. The determination of the size of the working force, the allocation and assignment of work of employees, the determination of policies affecting the selection of employees, and the establishment of quality standards and judgment of employee performance.
 10. The determination of layout and equipment to be used, and the right to plan, direct, and control school activities. The approval and authorization of the processes, techniques, methods, and

means of teaching and the subject to be taught.

11. The right to establish and revise the school calendar, establish hours of employment, schedule classes and assign workloads. ORS. 337.120.
 12. The right to make assignment for all programs.
- C. The foregoing enumerations of the functions of the District shall not be considered to exclude other functions of the District not specifically set forth; the Board retaining all functions and rights to act not specifically modified by this Agreement.

ARTICLE 5

WORK YEAR

A. WORK YEAR

1. The length of the contract year shall consist of 190 work days school year 2018-2019, 191 days in 2019-2020, and 194 days in 2020-2021. The day before Thanksgiving shall be a non-contract day (unpaid) for certified staff. The three (3) additional days in 2020-2021 shall consist of two (2) student contact days and one (1) non-student contact day.
2. The contract will include 5.0 holidays. The holidays are Labor Day, Veteran's Day, Thanksgiving Day, Martin Luther King Jr. Day, and Memorial Day.
3. There will be four (4.0) inservice days at the start of the school year, with 7.5 hours of administrator directed professional development time and six (6.0) hours of admin time. In order to maximize the efficient use of time during the inservice week, each work day will be structured such that no more than 50% of the work hours will be devoted to administrator-directed time. For these purposes, "work hours" will not include the 30 minutes of daily duty free lunch. Whenever possible, administrator-directed time should be at either the beginning or end of the work day. There will be a .5 inservice day at the close of the school year.
4. There will be two (2.0) additional professional development days within the school year.
5. Also included are one (1.0) day report card preparation at the end of each grading period and one (1.0) adjacent day after both the 1st and 2nd trimesters for the purposes of staffing around student needs, consultation between case managers and teacher teams, and teacher planning. In this way, between trimester one and trimester two there will be two (2.0) non-student days, and between trimester two and trimester three there will be two (2.0) non-student days. On these days opportunities for meetings, consultation, and staffing will consist of no more than six (6.0) hours for case managers and no more than four (4.0) hours for classroom teachers. No additional admin time will be scheduled on these days except as consultation time. A 1.0 day progress report preparation time will be scheduled in the middle of each grading period (maximum of 8 hours admin time among these three days, not to exceed 4 hours in one day).
6. The calendar designating the instructional days, additional teacher inservice days, non-contract and staff development days shall be developed by a committee comprised of administrators appointed by the Superintendent, teachers appointed by the GTA, classified personnel appointed by OSEA, and parents appointed by Site Councils, to be recommended to the Gladstone School Board.

7. In inclement weather, which requires that schools be closed, certified staff members will not be expected to appear in the buildings, and this will not be charged against other paid leaves, with the exception of pre-approved contiguous leaves of longer than five days. However, if inclement weather or catastrophic event requires the closing of school, the school calendar may be adjusted to meet state requirements. Additionally, if it is necessary to reschedule teaching days to meet State standards at any grade level, all grade levels will make up the day.

B. SIGNATURE EVENTS/FLEX TIME

1. Administrators can determine up to 4 Signature Events for each school outside of the school day. The Signature Events will be put on the school calendar at the beginning of the school year and identified as full-staff or partial-staff events.
2. The building administrator will determine which Signature Events will be full-staff event(s) and which will be partial-staff event(s).
3. Staff will be required to attend 2 to 3 full-staff events and up to 1 partial-staff event, but not to exceed three total events, as assigned by the building administrator.
4. Each signature event will be compensated with 2 hours of "Flex Time", regardless of the actual length of the Signature Event.
5. Flex Time must be taken at a time which does not interfere with a certified staff member's student contact time or scheduled staff development time, and not at a time that requires a substitute to cover the class.
6. The Flex Time will be available to the certified staff member starting on the first day of the year and can only be used within the current fiscal year. A certified staff member is not required to wait until the event(s) has passed to use the Flex Time. If an absence from a signature event does not qualify for leave, a pay deduction of 2 hours for that event will be made if the certified staff member has already used Flex Time.
7. A Flex Time Log will be kept at each school for certified staff member to sign out at each building, Administrators should be notified of intent to use Flex Time at least 24 hours in advance of leave.
8. Split staff are encouraged to attend all Signature Events in all of the buildings in which they have an assignment. Split staff will meet with administration at the beginning of the year to determine their required Signature Events. Staff will be paid at their hourly rate, up to 2 hours per event, for any additional attendance beyond the 3 events.
9. Part time staff are required to attend the signature events in their building. Flex Time will be granted on a prorated basis. Any additional time spent at signature events above this prorated amount will be paid at their hourly rate.

C. PARENT/FAMILY CONFERENCES

1. Dates of conferences will be determined by the calendar committee, recommended to the Board, and placed on the calendar by the beginning of the school year. Conferences will be two eight-hour work days. Administration may have the ability to adjust start and end times to accommodate evening conferences, so long as conferences do not extend later than 4:00 p.m. on any Friday.
2. Certified staff members that are absent from conferences will be required to make up the missed time.

3. Split staff are encouraged to attend all of the designated times allotted for conferences in their buildings. Split staff will meet with administration at the beginning of the year to work out their required conferences between buildings. Split staff that attend more than their regular time at conferences will be paid at their hourly rate.
4. Part time staff are required to attend the conferences for their building. Any time additional to an employee's regular daily FTE for conferences will be paid at the member's hourly rate.

ARTICLE 6

TEACHING DAY

A. WORK HOURS

The normal working day for certified staff members shall consist of eight consecutive hours, including a duty-free lunch period of not less than thirty (30) continuous minutes. The work hours shall be established by the building supervisor who shall be authorized, at their discretion, to permit teachers' divergence from the regular school work day on a one-day or regular basis.

B. PREPARATION TIME

1. Secondary school teachers, grades 6-12, shall have duty-free (free of District-required meetings or assignments) preparation time daily equal to one regular instructional period. In addition, middle school teachers shall receive a minimum of thirty (30) minutes of duty free preparation time outside of student contact hours at least four (4.0) days per week.
2. Elementary teachers shall receive a minimum of forty-five (45) consecutive minutes of duty-free preparation time at least four (4.0) days per week outside of student contact hours. In addition, elementary teachers shall receive 25 minutes of duty-free (free of District required meetings or assignment) preparation time within the student contact day on each day.

C. PART TIME CERTIFIED STAFF MEMBERS

Part-time certified staff members shall be paid on a pro-rata basis: Kindergarten through grade 5 pay will be computed on the number of hours required to be at work, as a percentage of eight (8) hours; at grades 6-12, the percentage of periods the certified staff members is assigned responsibility (teaching or supervision) with students, divided by the number of periods a full time teacher is responsible for instruction and/or supervision of students. Prep time will be prorated according to the amount of FTE the certified staff member is assigned.

D. LOSS OF PREPARATION TIME

If a certified staff member is asked by the District to give up a preparation time to substitute for another certified staff member, they shall be compensated at the individual's hourly rate. Time worked for purposes of computing the amount due for substitute pay shall be a minimum of one hour. A certified staff member may choose compensatory time in lieu of salary when asked to cover class(es) for a colleague. A certified staff member may choose compensatory time in lieu of salary when they volunteer to cover class(es) for a colleague.

1. To earn compensatory time a member must submit the appropriate form with their request. A member will earn compensatory time according to the actual time covered (5 periods at the high school equal one day, 6 periods at the middle school equal one day, and 270 minutes in grades K-5 at the elementary school equal one day).

2. To utilize compensatory time, a member must have accrued the equivalent of a minimum of a half-day (3 periods at the high school, 3 periods at the middle school, and 135 minutes in grades K-5). A member may only take compensatory time in half-day increments.
3. Certified staff members may accrue a maximum of 4 days at a time of compensatory time during any one year. Members may carry over up to 2 compensatory days to the following school year. Members will notify their supervisor of their plans to use compensatory time 1 day in advance of the absence. Members may not use compensatory days for more than 5 consecutive days without approval of the building administrator.
4. If a teacher volunteers to substitute during their preparation period, they are expected to make up for missed work responsibilities.

E. DISTRICT-INITIATED, IEP AND 504 MEETINGS

1. Every effort shall be made to schedule District-initiated, IEP and 504 meetings within the regular workday.
2. At GCCF, WLK and GHS if the meeting occurs outside of the work day, the administrator or designee must pre-approve which certified staff member will be expected to stay the duration of the meeting and accrue Compensatory Time/Flexible Time.
3. Certified staff members are required to complete feedback forms when requested from the learning specialists within the specified time frame.
4. Certified staff members can choose to use their earned compensatory time as Flex Time as defined in Article 5 or Compensatory Time. Members will earn Compensatory Time for a minimum of 15 minutes if the meeting ends past the end of the work day, or begins more than 15 minutes before the work day starts. Compensatory Time can be paid as salary or accrued for time off.
5. It is a member's responsibility to submit time records to the head secretary in each building.

F. LEARNING SPECIALIST STIPEND

The District shall provide Learning Specialists who have IEP caseloads with a stipend according to the Extra Duty Salary Schedule (F Level). The stipend is specifically for meeting the legal requirements related to case management, attending IEP meetings scheduled outside of the contract day, performing extra duties associated with paperwork completion, and consultation with building staff regarding student instruction. This stipend is intended to eliminate the need for additional payment for additional days, time cards or other payments as referenced above.

G. SPLIT TEACHER CONSIDERATIONS

Certified staff members split between two or more buildings who may not receive their full daily preparation time as specified in Article 6B and 6C for one or more trimesters (with extra preparation time in other trimesters) will meet with building administrator(s) at the beginning of the year to agree to a deviation in their schedule. The administrator(s) and member will discuss prep time, duty free lunch, and the needs for travel time and transition time. A signed document outlining the agreement will be retained by both parties.

ARTICLE 7

CLASS SIZE

- A. The Gladstone School District Board of Directors and the Gladstone Teachers Association acknowledge the need to maintain appropriate class sizes and affirm their past practice of identifying and evaluating class sizes. Certified staff members who believe class sizes are a problem will provide information to the principal. Concerns about class size may be brought directly to the Board. The Association president may have any item placed on the Board agenda if the request is made in accordance with the current District practice.

When problems of class size become apparent to the building principal or the Superintendent, recommendations will be formulated by the administration and presented to the Board for consideration. The Board will make a final decision within five (5) weeks of the notification of the problem.

- B. Educational needs of students will be the prime consideration of the Board and the Association. Among other factors to be reviewed will be the direct, in-class student contact time, number of periods of direct student contact, paper/report/activity evaluation/grading and recording, non-teaching student supervision time, preparation time both in and out of the school building, conference time (parents, administrators, other teachers, and students), number of students taught, number of "same subject" classes (English 1), number of "different subject" classes (English I, II, III), number of "different curriculum" classes (algebra, PE, chemistry, accounting), student ability levels, student I.E.P. needs, continuing professional development, curriculum and other committee meetings, weekly staff meeting, and I.E.P meetings, and availability of facilities. This list is not intended to be exhaustive.

ARTICLE 8

GRIEVANCE PROCEDURE

A. PURPOSE

The purpose of this procedure is to secure, at the lowest possible level, solutions to problems relating to the administration of this Agreement, which may from time to time arise. The parties agree that these proceedings will be kept informal and confidential, consistent with the ultimate goal of resolving the grievance at each step of the grievance procedure.

B. DEFINITIONS

1. Grievance: A "grievance" is a claim by a member, group of members, or the Association of a violation of the Agreement.
2. Grievant: A "grievant" is the person or persons or the Association making the claim.
3. Days: "Days" when used in this article shall mean the grievant's working days.

C. TIME LIMITS

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 written agreement. When a grievance is submitted on or after May 1, the time limits shall consist of all calendar days, so that the matter may be resolved before the close of the school term or as soon as

possible thereafter.

D. PROCEDURE

1. Step One - Supervisor. Within fifteen (15) days after they know or reasonably should have known of the alleged violation, the grievant shall discuss it with the supervisor with the objective of resolving the matter informally. At this meeting, the member or their representative shall inform the supervisor that the meeting constitutes the Step One grievance meeting. The supervisor shall have five (5) days after the informal conference in which to respond orally to the grievance. At the time the oral response is given, the supervisor will identify it as their oral response.
2. Step Two – Supervisor (Written). If the grievant is not satisfied with the disposition of their grievance at the informal level, they may file the grievance in writing with the supervisor within ten (10) days after the supervisor's oral response is given or due. The supervisor shall have ten (10) days after the submission of the written grievance to respond in writing. The written grievance shall specify the specific management action or inaction being grieved, the contract provisions alleged to have been violated, and the specific remedy sought.
3. Step Three - Superintendent. If the grievant is not satisfied with the disposition of their grievance at Step Two, they may appeal the grievance to the Superintendent within five (5) days after the supervisor's response is due. In a group grievance, which commences at Step Two, the Association may file that grievance within fifteen (15) days after the Association knows or should have known of the alleged violation. The Superintendent shall have five (5) days after receipt of the grievance in which to schedule a meeting with the grievant and their representative and five (5) days after the meeting to respond in writing to the grievance.
4. Step Four- School Board. If the grievant is not satisfied with the decision of the Superintendent, the grievance may be presented to the Board by filing with the clerk of the Board all correspondence presented or received at prior steps with a cover letter within five (5) days after the Superintendent's response is due. The Board will make a written response to the grievance within five (5) days after the next regularly scheduled Board meeting. The grievant is entitled to make a presentation to the Board at the meeting in which the grievance is reviewed.
5. Step Five- Arbitration.
 - a. If the grievant is not satisfied with the disposition of the grievance at Step Four, or if no decision has been rendered within ten (10) school days after the grievant has first met with the Board, the grievant may, within five (5) school days after a decision by the Board or fifteen (15) school days after the grievant has first met with the Board, whichever is sooner, request in writing that the Association submit the grievance to arbitration. The Association may, by written notice to the Superintendent within fifteen (15) school days after receipt of the request from the grievant, submit the grievance to binding arbitration.
 - b. Within ten (10) school days after such written notice of submission to arbitration, the Superintendent 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 commitment within the 10-day period, a request for a list of arbitrators may be made to the Employee Relations Board (ERB) by either party. The parties will then be bound by the AAA Rules in the selection of an arbitrator. If any question arises as to whether a particular dispute involves the interpretation, meaning or application of any of the provisions of this Agreement, such question will first be ruled upon by the arbitrator selected to hear the dispute. 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").

- c. The arbitrator so selected will confer with the representatives of the Superintendent and the Association and hold hearings promptly and will issue their decision not later than thirty (30) days from the date of the close of the hearing, or if oral hearings have been waived, then from the date the final statements and evidence are submitted to them. The arbitrator's decision will be in writing and will set forth their findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision, which requires the commission of an act, prohibited by law or which is in violation of or expands upon 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.
- d. The costs for the services of the arbitrator, including per diem expenses, if any, and their travel and subsistence expenses and the cost of any hearing room will be borne equally by the Board and the Association. All other costs will be borne by the party incurring them. The arbitrator shall have the discretion to assign the costs of the arbitrator to the party suffering the adverse decision if they consider the grievance or aggrieved action was substantially without basis/merit as per the contracted agreement, law or fact.

E. GROUP GRIEVANCE

If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association will start the grievance at step one, with the Human Resources Director or designee.

F. GRIEVANCE AGAINST AN ADMINISTRATOR OR SUPERVISOR

If a grievance arises from action or inaction on the part of a member of the administration at the level above the Principal or immediate supervisor, the grievant will submit such grievance in writing to the Human Resources Director or designee and the association directly. The processing of such grievance will commence at step one.

G. ASSOCIATION RIGHTS

Any grievant may be represented at all stages of the grievance procedure by themselves or, at their option, by a representative selected or approved by the Association. The Association shall have the right to be present and to state its view at all stages of the grievance procedure.

H. REPRISALS

No reprisal of any kind shall be taken by the District or any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation. No reprisal of any kind shall be taken by the Association, its agents, or a member of the Association against the School District Board of Directors, the District's administrators, or any participant in the grievance procedure by reason of such participation.

I. 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 except for the documents, which were the basis for the grievance where the grievance has not been upheld.

J. MEETINGS AND HEARINGS

All meetings and hearings under this procedure shall be private, where lawful, at the grieving's option, and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this article.

ARTICLE 9

NON-DISCRIMINATION

- A. The Association and the District affirm their adherence to the principles of free choice and agree that they shall not discriminate against any employee covered by this Agreement because of inclusion in, or association with, any status protected by State or Federal law, including but not limited to, an individual's perceived or actual race, color, religion, sex, sexual orientation, gender, gender identity, national or ethnic origin, marital status, age, mental or physical disability, pregnancy, familial status, or veterans' status. The District will abide by State and Federal statutes in reference to the above list.

ARTICLE 10

RIGHTS OF PROFESSIONAL EMPLOYEES

A. JUST CAUSE

No certified staff member in the bargaining unit shall be disciplined, reprimanded, or reduced in rank or basic salary without just cause. All information forming the basis for disciplinary action will be made available to the member and the Association at the member's request. (Any violation of this provision may be used as a basis for a grievance; however, this article does not apply to the dismissal of permanent or probationary members or the non-renewal of probationary members' contracts, [such matters are excluded because they are governed by the Fair Dismissal Law] nor does it apply to the assignment to or retention in extended responsibility assignments, special instruction, extra duty, or department head assignments.)

B. NOTICE TO APPEAR

Whenever any certified staff member is required to appear before an administrator or representative of the district concerning any matter which could reasonably result in the members dismissal, non-renewal, non-extension, suspension, disciplinary action, or being placed on a program of assistance for improvement, the member shall be advised of the nature and purpose of the meeting and of the member's right to have a representative of the Association present at the member's request. The notice shall be given twenty-four hours in advance, when possible.

C. MEMBER'S RIGHT TO DETERMINE GRADE

The member has the right and responsibility to determine grades and do the evaluation of students. No grade or evaluation shall be changed without the approval of the member, providing they are available and is contacted to do so. The appeal of a disputed grade will follow current practice.

D. CRITICISM OF CERTIFIED STAFF MEMBER

Any criticism or questions implying criticism by a supervisor, administrator, or Board member of a

member and their instructional methodology shall be made in confidence and not in the presence of students, other certified staff members, parents, or other public gatherings, except when circumstances demand immediate attention.

E. CONFORMANCE WITH LAW

Nothing contained herein shall be construed to deny any certified staff member their rights under the constitutions and law of the United States and the State of Oregon under applicable laws and regulations.

F. PERSONAL LIFE

The personal life of a certified staff member is of appropriate concern to the Board, if it affects teaching performance, responsibilities to the District, matters covered by the Fair Dismissal Law, or is disruptive to school atmosphere.

G. CONTROVERSIAL ISSUES:

When discussing political, religious, other controversial material, or when expressing their personal opinions, certified staff members shall ensure that the materials are: 1) relevant to the course content, 2) appropriate to the grade level of the student, 3) within an area wherein the certified staff member is certified and knowledgeable, and 4) aired in an atmosphere of complete fairness, in accordance with the curriculum guides developed by staff and approved by the administration. Certified staff member shall make every effort to indicate when they are expressing their personal opinion and that they are not speaking on behalf of the school, its administration, or the Board.

ARTICLE 11

WORKLOAD

A. COMPENSATION FOR SCORING WORK SAMPLES

1. The District shall create an annual pool of five thousand dollars (\$5,000) to be used by certified staff members to address workload issues regarding work samples and SPED compliance. A District representative and a committee chosen by GTA shall develop guidelines governing the use of the money and reimbursement procedures for \$2,500 for scoring work samples. One-thousand five hundred dollars (\$1,500) can be released with permission of an administrator or designee. One thousand dollars (\$1,000) will be made available for special education compliance requirements. The District shall require only the number of work samples mandated by the State.

B. WORKLOAD COMMITTEE

1. The Association and the District will create a voluntary cooperative Workload Committee comprised of certified staff members, administration and school board members. The committee will be facilitated by a representative from the administration and the Association.
2. The goal of the committee will be to address workload interests, make recommendations, and improve student and staff climate.

C. PROFESSIONAL DEVELOPMENT FUNDS

An annual pool of \$10,000 will be designated for professional development that falls outside of course work, workshops, or conferences. Accessing these professional development monies requires an application process.

ARTICLE 12

HEALTH AND SAFETY

A. SAFETY OF CERTIFIED STAFF

1. If a certified staff member suffers serious physical harm as defined by ORS 161.015(8), the student responsible for the injury will not return to the classroom until a meeting with an administrator and certified staff member is held to create a written plan for re-entry. The parent/guardian will be directly notified of the meeting and the re-entry plan.
2. When the District receives notice from a preceding school, the District, or City attorney that an enrolled student has engaged in criminal behaviors defined in Senate Bill 1092, the District will notify certified staff members with an educational interest (not limited to the classroom) in the student in order to safeguard the safety and security of the school, students and staff.
3. In those situations where the State Health Department notifies the District that it is required by law to notify people of a reportable disease, the District will provide notification of the reportable disease to certified staff members who work at the worksite where the reportable disease occurred.
4. The District Employee Handbook shall contain safety information regarding workers' compensation and the process for filing a workers' compensation claim, identification of disability systems available to licensed professionals injured on the job, whistleblower protections, and Mother-Friendly statutes.

B. PROPERTY DAMAGE/LOSS

1. The District shall reimburse certified staff members for loss of or damage to personal property, excluding automobiles, under the following circumstances:
 - a. Property stolen or damaged where there is evidence of forcible entry on a locked container provided by the District or forcible entry into another secured place provided by the District.
 - b. If an item cannot be secured, then the supervisor's prior approval to have the item at the workplace will be required in order to be reimbursed for damage or loss.
 - c. The minimum cumulative value that is reimbursable, at any one time with receipts, is \$25. Items that have administrator pre-approval for classroom use and have been personally purchased, that are damaged or destroyed by a student, are reimbursable up to \$1000.00. All requests for reimbursements must have receipts.
 - d. The District will reimburse members for damage to automobiles when the damage is the District's fault.
 - e. The District will provide a secure and lockable location or container for certified staff members to use. Efforts will be made to make this space available within the certified staff members' workspace or a reasonably close proximity.

ARTICLE 13

STUDENT BEHAVIOR AND SAFETY

A. BEHAVIOR SUPPORT TASK FORCE AND HANDBOOKS

1. The District and the Association will each appoint representatives to a Behavior Support Task Force which will be responsible for the review and development of documents detailing the District's protocols, procedures, and policies relating to student behavior. This Task Force should include Classified employees where appropriate. The Task Force shall convene in June 2018 and extend until September 2019, at which time it will sunset.

2. The Task Force above will review the District's student discipline procedures and the Behavior Handbook(s), once developed. The Task Force may recommend changes that it feels would be in the best interest of the District, and may develop additional guiding documents, including protocols for their regular review. In addition, the Task Force will be responsible for developing procedures which can be used at the building level to communicate student records information to appropriate building staff.

3. The District will comply with both the Student Handbooks and the Behavior Handbook(s) (upon their development by September of 2019). District discipline procedures and methods will include mechanisms to apprise certified staff members of students who present safety or behavioral concerns. The documents referred to herein will be updated annually, with major changes shared with staff before the start of the school year.

B. STUDENT DISCIPLINE

1. Administrators/supervisors will meet annually before the first student contact day with certified staff members to review disciplinary standards and procedures to ensure uniform enforcement.

2. When a student is seriously disrupting the educational program by engaging in physical abuse, verbal abuse, or intimidation of staff or students the certified staff member will be authorized to send the student to an administrator's office. In such cases a certified staff member may request a safety review to be facilitated by an administrator.

3. When a certified staff member has removed a student from the classroom, the intent is that good faith efforts will be made to ensure dysregulated students are not returned to class before deescalating.

4. If a referral was written, the certified staff member will be notified of the resolution in writing (ie: referral, e-mail or any other form of written communication).

C. ROOM CLEAR PROCEDURE

1. Elementary buildings will review the "room clear procedure" as will be outlined in the District Behavior Handbook(s) at the beginning of the school year and will designate an "overflow" room(s) for classes that are evacuated during a room clear.

2. When a “room clear” is necessary to ensure the safety of the staff and students in a class, the certified staff member may call for an administrator, counselor, etc. as determined by the site protocol, who will respond as soon as possible to the room where the request is being made.
3. If necessary, the certified staff member whose room was cleared will have assistance with re-establishing the working order of the classroom. Additionally, they will be afforded a brief period of time to recover, if needed.
4. Certified staff members who require a “room clear,” may request a counselor and/or an appropriate person to speak to the students in the class.
5. If a certified staff member has District purchased classroom items damaged during a “room clear” every effort will be made to have those replaced. Personal items damaged will be reimbursed per Article 12.B.1.
6. A temporary alternative setting may be considered for the student who caused the “room clear” for the remainder of the school day.

D. TRANSITION PLANS FOR STUDENTS

1. When parents notify the District of a student's medical issues, the District will make every effort to notify affected members on a need-to-know basis unless such notification is contrary to applicable laws.
2. New students with behavior problems or medical concerns will be staffed before a permanent placement is made. The District retains the right to make the final decision regarding placement.
3. If the behavioral support needs are not known at the time the student is first enrolled, the certified staff member(s) will be notified, as soon as possible, when information is received. Rules regarding student confidentiality will be observed.

ARTICLE 14

COMPLAINT PROCEDURE

A. PROCEDURAL REQUIREMENTS

Any complaint regarding a certified staff member made to any member of the administration by any parent, student, or other person which, in the opinion of the administration, may affect the member's employment status shall be processed according to this procedure.

B. PROCEDURE

- Step 1: The principal or immediate supervisor shall meet with the certified staff member to discuss the complaint within ten (10) working days after receipt of the complaint. If the member's supervisor determines that the complaint is without merit, or does not discuss the complaint within the ten (10) day time period, the complaint will not be inserted in the personnel file nor included in the evaluation. If after the initial meeting, the principal determines that the complaint may affect the member's employment status the following procedure shall be used.
- Step 2: The administrator will suggest that the complainant discuss the matter directly with the member. If the administrator attends the meeting, the administrator will serve as a facilitator.

Step 3: If the complaint is not resolved at Step 2, either party may request a meeting with the Superintendent/designee. The purpose of the meeting shall be to resolve the complaint, and the Superintendent/designee will act as a facilitator. If the complainant refuses to meet with the member and the Superintendent/designee, the Superintendent/designee will meet with the member to discuss the complaint and receive any additional information that the member wishes to present.

Step 4: If a record of the complaint is to be placed in the member's personnel file, it shall include the following information: name of the member against whom the complaint is made, date and description of the complaint, and the name(s) of the complainant(s). The member shall have the right to attach a written response to the complaint.

C. PLACEMENT OF COMPLAINT IN PERSONNEL FILE

Any resulting discipline or evaluation shall become a permanent part of the personnel file. The certified staff member shall have the right to read any documents and add a response in writing where appropriate.

D. RIGHT TO REPRESENTATION

The certified staff member will have the right to an Association representative of their choice at any meeting about a complaint.

ARTICLE 15

EVALUATION

A. CERTIFIED STAFF MEMBER EVALUATION

1. The School Board has the authority and responsibility to develop policy as to certified staff member evaluations and may make such changes, as it deems necessary thereto and prior to the commencement of the school year.
2. Certified staff member evaluation is a function and responsibility of the school administration.
3. The District will conform to the provisions of law governing certified staff member evaluations.
4. Supervisors shall review/discuss the evaluation process annually with their staffs. The review shall include timelines, forms and general evaluation standards to be used in the evaluation process.
5. The annual review will take place in the fall prior to the beginning of the evaluation cycle.
6. Certified staff members shall not be evaluated exclusively on classes to which they are misassigned, unless the member is misassigned for the entire day. This shall not be construed to require administrators to conduct multiple formal observations.
7. Certified staff members shall have the right to representation at any meeting having to do with a Program of Assistance for Improvement.
8. Certified staff members shall be provided with a signed copy of the final evaluation form.
9. Failure to follow the procedures specified in the District's evaluation manual is a grievable matter, which may be processed up to, and including arbitration, but the substance of the evaluation is not grievable or arbitrable.

10. Any arbitration award shall be directed toward a finding as to whether a violation of procedural requirements exists, and such award shall be filed in the District's grievance file separate from the member's personnel file.

ARTICLE 16

PERSONNEL FILE

- A. Certified staff members and/or their representatives shall have the right, upon request, to review the contents of their District personnel file and/or their building evaluation file and to receive copies of any documents contained therein, at the Association's expense. Confidential letters of reference are exempt from the requirements of this provision.
- B. No evaluation, complaint, warning, or reprimand will be placed in either the District personnel file or the building working file unless the certified staff member has had an opportunity to review such material. The member will acknowledge that they have had an opportunity to review such material by offering 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 have the right to submit a written response to such material, which will be reviewed by the Superintendent or designee and attached to the file copy. Any material except for member evaluations may be removed from a member's file upon request of the member and approval by the Superintendent or designee.
- C. The District personnel file and building working file shall be the sole repositories of any material relied upon in evaluating or disciplining a certified staff member. Material or information not previously recorded in a member's personnel file prior to the notification of demotion or discipline shall not be used by the District as a basis for its action.

ARTICLE 17

LAYOFF

A. **SENIORITY**

1. For certified staff members hired prior to the 2012-2013 school year, seniority shall be defined as the member's total length of continuous service in the District as a certificated staff member. Seniority will be computed and accrue from the member's first day of actual service in a bargaining unit position, and shall continue to accrue during authorized leaves. Authorized leaves of absence shall not be considered to "break" continuity of employment. In the event a tie remains, the order of seniority will be determined by drawing numbers by the Superintendent or designee. The members shall be informed of the results of the tie breaker.
2. For certified staff members hired starting with the 2012-2013 school year, the following procedure shall be used to break ties for members who possess the same seniority (hire date, as defined in A1), in the order indicated:
 - a. The member possessing the most experience as a licensed employee (years of experience as a licensed employee in any district) shall retain the position.
 - b. In the event a tie remains, the order of seniority will be determined by drawing numbers by the Superintendent or designee. The members shall be informed of the results of the tie breaker.

B. LAYOFF PROCEDURE

1. In the event the Board, in its discretion, determines that a layoff is necessary, it shall immediately provide the Association with a layoff list indicating the subject matters and/or grade levels in which the layoffs are to take place. Upon request, the District will provide the Association with a seniority list that includes each certified staff member's date of hire and licensure/endorsement. Affected members shall be notified as soon as possible of positions affected and a proposed time schedule for the anticipated action. The Board will determine the members to be retained by means of the following criteria:
 - f. A determination of whether the members to be retained hold the proper certification to fill the remaining position(s).
 - g. A determination of the seniority of the members to be retained.
 - h. A determination of the competence or merit of a member being retained if the Board desires to lay off another member with greater seniority.
 - i. After such determination, the District will make every reasonable effort to transfer members in such activity or grade level to other vacant positions for which they are qualified and properly certificated.
2. A certified staff member scheduled for layoff will be allowed to "bump" another member, as long as the following conditions are met:
 - a. The laid off member has greater seniority (in the District) AND in total length of continuous service than the member to be "bumped."
 - b. The laid off member currently possesses the proper certification.
 - c. This provision is subject to Section B1 above.
3. Any specialist scheduled for layoff as a result of a reduction in the specialty will be allowed to "bump" another member, subject to the following conditions:
 - a. The laid off specialist must currently possess valid certification in the area to which they are bumping into.
 - b. The laid off specialist must have greater seniority than the member to be "bumped."
 - c. Additionally, this provision is subject to the District's right to determine the actual member to be "bumped."
 - d. This provision is subject to Paragraph B1 above.
4. Competency and Merit
 - a. For the purposes of this Article, the term "competence" shall mean the ability to teach a subject or grade level based on recent (teaching) experience related to that subject or grade level within the last 7 years, or educational attainments, or both, but not based solely upon being certificated or endorsed to teach a subject or grade level.

- b. For the purposes of this Article, the term "merit" shall mean the measurement of one member's ability and effectiveness against the ability and effectiveness of another member, as determined by the District through its evaluation and Program of Assistance for Improvement processes.

C. SCHOOL BOARD RIGHTS

Nothing in this Article shall be construed so as to interfere with the Board's right to dismiss a permanent teacher pursuant to the provisions of the Fair Dismissal Law or to dismiss or non-renew a probationary teacher pursuant to ORS 342.835.

D. LAYOFF RIGHTS AND CONSIDERATIONS

1. Certified staff members who are laid off will have the option to continue insurance programs at their own expense subject to the approval of the insurance carrier.
2. Certified staff members who are laid off will be given consideration for substitute teaching; such will not affect the member's recall rights.
3. In the event the Board is conducting a reduction in force, it will offer certified staff members within the affected grade levels or subject areas the opportunity to take a one-year unpaid leave of absence in an effort to alleviate the need for, or effect of, the reduction in force. If a member chooses to take a year of unpaid leave, the member will have the right to a position in the unit upon return from unpaid leave, but not necessarily the position they occupied upon taking the leave.

E. RECALL

1. If within 27 months of a layoff, a vacancy occurs within the District for which a laid off certified staff member is qualified, as per Paragraph B, layoff procedures, the recall procedure outlined below will be followed:
 - a. At the time of layoff, the District shall provide for laid off members to express in writing a desire to return to the District. The District shall also receive the member's address for recall notification. In the event of a recall, the District shall notify the member who has expressed a desire to return to the District of the recall by certified mail, return receipt, sent to the last address given by the member to the District office. The member will have fifteen (15) calendar days from the date of mailing to notify the District of intent to return. The member must, thereafter, report on the starting date specified by the District providing that this will not be less than fourteen (14) days from the date the notice of recall was received, or lose all recall rights.
 - b. All benefits to which a member was entitled at the time of layoff, including unused accumulated sick leave, will be restored to the member upon the member's return to active employment; and the member will be placed on the proper step of the salary schedule for the member's current position according to the member's experience and education. A member will not receive increment credit for the time spent on layoff, nor will such time count toward the fulfillment of time requirements for acquiring permanent status. Employee benefits do not accrue during the time of layoff.
2. In determining which certified staff member or members to recall, the Board will consider the criteria set forth in Paragraph B, layoff procedures, above. Any member who does not accept a recall will lose all further recall rights and will be deemed to have resigned from District employment. Any member not recalled pursuant to this Article within 27 months of layoff will be deemed to have resigned from District employment.
3. Any "appeal" from the Board's decision on layoff or recall 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 final and binding on all interested parties.

4. Any certified staff member who is non-renewed or dismissed for the same, and only the same, reason or reasons which the Board could have used to conduct a layoff under this Article, will be afforded reemployment rights in accordance with Paragraphs E2 and E3, recall.

ARTICLE 18

VACANCIES AND TRANSFERS

A. NOTICE OF OPENINGS

Notice of openings in the school system will be posted in all buildings immediately when the position is declared to be open. The District shall provide notice to the Association president at the same time that openings are posted.

B. VOLUNTARY TRANSFER

1. Upon a notice being posted, certified staff who desire to transfer to another building will file a written statement of such desire with the principal. Such statement will include the reasons for the transfer, the name of the school, the grade or position sought, and the applicant's qualifications.
2. Certified staff members with specific interest in possible vacancies in other buildings that become open during the summer may notify the Superintendent's office of their interest in writing by June 1. This letter will include a summer address, as well as the specific building(s) and position(s) of interest. Should such position(s) come open during the summer, the District will contact the teacher in writing and, when possible, by telephone.
3. As soon as a decision has been reached, and under normal circumstances not later than thirty (30) days following April 15 of each year, the principal will inform the members who have requested transfers of the action taken.

C. INVOLUNTARY TRANSFER

1. An involuntary transfer will be made only after a meeting which shall include the certified staff member involved, the principal, or the Superintendent or designee. The member will be informed of the reasons for the transfer at this meeting. The member shall have the right to Association representation at this meeting. The meeting shall be preceded by a written notice to the member which shall include a statement of the member's right to Association representation at the meeting and the subject to be discussed at the meeting
2. Prior to an involuntary transfer, consideration will be made as to the needs of the schools involved, the competency, merit, experiences of the certified staff members under consideration, and any members who have expressed interest in a voluntary transfer.
3. This notice of involuntary transfer shall be given to the member as soon as the decision to transfer has been made.
4. The certified staff member shall be informed of appropriate vacancies known at the time of the transfer

and shall be able to indicate their preference of assignment.

5. The certified staff member shall have the opportunity to visit the new assignment prior to transfer.
6. Notice of placement will be given to transferred certified staff members(s) as soon as a decision has been made and, where possible, before July 1.
7. Certified staff members who are involuntarily transferred (school to school) shall be given one day of release time or one day of paid time at the member's daily rate to complete the transfer. The choice shall be at the District's option. Members who have an involuntary change of assignment with less than five (5) working days' notice shall receive the same consideration.

D. CHANGE OF ASSIGNMENT WITHIN THE SCHOOL

Certified staff members will be notified of any known change of assignment (grade level change, teaching assignment) prior to the last day of each school year. Members shall be notified during the summer months of any subsequent changes in assignment that occur. This language does not prohibit the District from changing assignments once school begins.

ARTICLE 19

PAID LEAVES

A. PAID LEAVES FOR PART TIME AND TEMPORARY CERTIFIED STAFF MEMBERS

All leaves will be calculated according to the certified staff member's FTE. Members hired after February 1 will receive one-half of the paid leave benefits for emergency, personal, and bereavement leave (pro-rated according to FTE). Any member hired after May 1 will receive no paid leave benefits, except for sick leave, as indicated in this Article.

B. SICK LEAVE

1. In accordance with ORS 332.507, every certified staff member holding a regular full-time position shall accrue ten (10) working days sick leave for each full school year or one (1) day per month employed, whichever is greater, for the certified staff member's illness or injury, or for any other reason set forth in the Oregon Sick Time Law. Sick leave not taken shall accumulate for an unlimited number of days. Members hired after the first contract day will accrue one (1) day of sick leave for each month employed.
2. FMLA and OFLA leaves can be used at any time that a person qualifies.
3. Certified staff members shall have the right to transfer up to seventy-five (75) days of sick leave accumulated in other Oregon districts. The accumulation allowed, however, shall not exceed that carried by the most recent employing district. Transfer of sick leave from another Oregon district shall not be effective until the member has completed thirty (30) working days in the Gladstone School District.
4. Sick leave shall be credited to certified staff members on the first day of the school year. However, if a member terminates during a school year and has used more sick leave than what was accrued, the value thereof will be deducted from the member's final check.

5. Every certified staff member holding a regular part-time position shall accrue sick leave with pay in proportion to the relationship their basic workweek up to forty (40) hours.
6. The principal shall be responsible for control of abuse of sick leave privileges. The certified staff member may be required to furnish a certificate issued by a licensed physician or other satisfactory evidence of illness to the principal at the District expense.
7. In accordance with ORS 342.545, sickness or other unavoidable circumstances which prevent the certified staff member from teaching twenty (20) school days immediately following exhaustion of sick leave shall be sufficient reason for the School Board to place the member on leave without pay for the remainder of the regular school year and to terminate the member's employment without penalty on August 1, if the School Board determines that the member is unable to resume their responsibilities at the beginning of next fall term.
8. Notice of termination or suspension of a certified staff member's contract by the Board Directors for excessive sick leave absences, as provided in Paragraph 7, shall be made in writing. A member wishing to resign under similar circumstances shall notify the Board of Directors in writing.
9. Sick leave benefits shall be applied to employee retirement as provided pursuant to ORS 237.153.
10. When a certified staff member will be absent from work due to illness or injury, they shall give notice to the principal or the person designated by the Superintendent to receive such notice not later than 7 a.m. of the first day of the illness. If the absence is for consecutive days, the principal or the administrative designee should be notified of probable date of return.
11. A certified staff member returning from an illness, whether or not sick leave benefits have been paid, may be required to submit to a medical examination or other medical evaluation at the expense of the District, in order to establish medical fitness for the duties of the position before returning to work.
12. Each certified staff member shall receive a monthly statement of accumulated sick leave days with their paycheck.
13. The District will allow certified staff member to contribute up to eight (8) hours of sick leave from their personal sick leave accounts, such contributions to a maximum of 60 days, to a member who is suffering from a life-threatening illness or injury, or for use by the member to care for an immediate family member (as defined by the FMLA and OFLA) who is suffering from a life-threatening illness or injury, and has exhausted all of his/her personal sick leave accumulation, emergency leave and personal business leave. Members contributing must sign a "hold harmless" form so that the District is protected from any future action to attempt to regain contributed sick leave days.

C. EMERGENCY LEAVE

Up to three (3) days of non-accumulative emergency leave will be granted to each full-time certified staff member. "Emergency Leave" is defined as an unanticipated, unforeseen event of a serious or critical nature. The granting of emergency leave is left with the Superintendent and/or designee, and the success of it depends upon the professional approach to its use. Only one day of emergency leave may be requested for use during inclement weather.

D. PERSONAL LEAVE

One day of personal leave will be granted to each certified staff member at any time of the year. Whenever possible the member requesting personal leave shall provide 72 hours of notice to the building principal or supervisor in advance of taking the leave. Starting on or after April 1, the member requesting personal

leave shall provide a 2 week notice to their building principal or supervisor. All personal leave must be submitted by May 1 of each school year. Exceptions will be considered for unforeseen circumstances and must be approved by superintendent or designee. Personal leave shall not be used in less than half day increments. A maximum of five members per building (two at GCCF), per day, may be out on personal leave. Anyone not using their personal leave will receive a \$100 reimbursement per full day/\$50 per half day.

E. BEREAVEMENT LEAVE

1. Bereavement leave will be provided up to three (3) days each for the purpose of attending a funeral or memorial service for a member's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, step-child, adoptive/foster child, legal ward, step-parent, adoptive/foster parent, grandchild, grandparent, domestic partner, and any other relative living in the immediate household. Any additional time necessary for travel will be granted at the discretion of the Superintendent or designee. Exceptions may be made by the Superintendent or designee, or a request for emergency or personal leave may be made, for bereavement leave not covered by this section.
2. In the event of the death of an certified staff members friend or relative not listed above, one day of bereavement leave may be granted with prior approval of superintendent or designee to attend the funeral. If out of town travel is required additional time may be granted.

F. CONFERENCE OF AFFILIATES

Representatives of the Association will have up to fifteen (15) days to attend workshops for the purpose of contract maintenance or contract negotiations. The Association will pay for the cost of the substitutes used by the District for this leave.

G. OTHER LEAVES

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

ARTICLE 20

SABBATICAL LEAVE

Sabbatical leave is an opportunity provided by the school district for certified staff member self-improvement and for benefit to the school system through study or research. In its discretion, the Board may grant sabbatical leaves subject to the following conditions:

A. ELIGIBILITY

One (1) certified staff member every two (2) years is eligible for sabbatical leave. To be eligible, a member must have taught for seven (7) consecutive years in the District. First consideration will be given those sabbatical plans, which involve the greatest self-improvement and greatest benefit to the school system. A secondary consideration will be the seniority of members applying for leave. All other things being equal, earlier applicants will receive priority consideration. Selection will be made by the School Board upon recommendation by the Superintendent.

B. PROGRAMS SUBJECT TO SABBATICAL LEAVE

1. Study in an approved institution of higher learning.

2. Writing of a doctoral thesis.
3. Independent study approved by the Board.
4. School projects approved by the Board.

C. STIPEND AND OTHER BENEFITS

1. Each successful applicant shall receive 50 percent of his/her base salary for a maximum of one year of sabbatical leave.
2. Sabbatical leave shall be considered a year of experience on the salary schedule.
3. The District agrees to pay the stipend in twelve (12) equal payments.
4. The District agrees to provide the insurance coverage outlined in the contract.
5. The District agrees to maintain the certified staff member's right to sick leave and retirement.

D. APPLICATION

1. Written requests for sabbatical leave must be submitted to the Superintendent no later than January 1, preceding the year in which the leave is being requested to begin.
2. Applicants will be notified of acceptance or rejection of sabbatical leave request by March 15.

F. TERMS OF SABBATICAL LEAVE AGREEMENT

1. In requesting sabbatical leave, the certified staff member shall submit the request in writing to the Superintendent and the Board concerning the sabbatical program.
2. Upon returning to an assignment, the certified staff member agrees to submit a report, if requested, to the Superintendent and the Board concerning the sabbatical program.
3. The applicant agrees to return to the service of the District for no less than three (3) years or refund the prorated share of the stipend for any period of less than three (3) years; the refund shall include salary and District-paid insurance, and shall be repaid on a prorated basis in equal monthly installments based on the total amount of months less than three (3) years; if less than one year (12 months) remains, then the salary benefit refund will be based upon twelve (12) equal payments.
4. Certified staff members on sabbatical may not reapply until an additional ten (10) consecutive years of service have elapsed.
5. The District agrees that upon return the certified staff member shall be restored to their former position or to a comparable position.
6. A contract shall be entered into with a successful candidate to ensure salary and benefit funds will be returned to the District should the individual decide to terminate service with the District. Contract copies will be available in the Superintendent's office.

ARTICLE 21

UNPAID LEAVES

A. SHORT-TERM UNPAID LEAVE

A request to the Superintendent or designee for short term unpaid leave will be considered for certified staff member on a limited basis for extenuating circumstances. Unpaid leave will only be considered if all other leave options have been exhausted. A member's history of absences in the current school year will be considered when approving unpaid leave. Consecutive days of unpaid leave will only be considered in the instance of a "once in a lifetime" type event.

B. EXTENDED UNPAID LEAVE

1. Leave of Absence

An unpaid leave of absence for up to one (1) year may be granted by the Board. Request for such leave shall be made in writing setting forth the specific reasons at least ninety (90) days prior to the date on which the leave requested is to begin. Exceptions may be granted at the discretion of the Board. Requests are to be made to the Board through the certified staff member's building principal and the Superintendent. It is understood that the leave under this paragraph may be granted for any reason approved by the Board. Extension of this leave may be granted by the Board, and shall be applied for and granted or denied in writing.

2. Notice of Return

Unless an exception is granted by the Superintendent, an certified staff member on unpaid leave of absence is required to notify the Superintendent of their intention to return to work at least two (2) months prior to the end of a leave which expires before the end of the school year, or by March 1 for a leave which expires at the end of the school year.

C. PARENTAL LEAVE

1. Parental leave shall be granted to any certified staff member for the purpose of child bearing and/or child rearing, to begin any time between commencement of pregnancy and one (1) year after the child is born or adopted. A request for such leave shall be made as soon as possible but in no case less than thirty (30) days prior to the date on which the leave will commence. Exceptions will be granted in cases of adoption where there is no advance notice or in case of emergency.
2. The leave shall begin at a time agreed upon by the certified staff member and the principal. The duration of the leave shall be established at the time the leave is granted, subject to mutually agreed upon modification for unforeseen circumstances.
3. Upon return from parental leave, a certified staff member shall retain all benefits accrued in the District prior to the leave. During the unpaid leave, the member may continue fringe benefits at their expense when allowed by the carrier.
4. A certified staff member returning to the District following parental leave shall be reassigned to their previous assignment or a comparable assignment.

D. MILITARY LEAVE

Military leaves shall be allowed in accordance with state and federal law.

E. FAMILY MEDICAL LEAVE

The District will comply with state and federal Family Medical Leave Act and Oregon Family Leave Act requirements.

F. LEAVE OF ABSENCE RIGHTS AND CONSIDERATIONS

1. Experience Credit

a. If a certified staff member has been employed for ninety-five (95) days prior to commencing unpaid leave of absence, they shall receive credit for one year of experience. A third-year probationary member who has completed one hundred thirty-five (135) consecutive days prior to taking unpaid leave of absence shall receive credit for one year of experience and may return as a permanent teacher, if reelected by the Board.

b. However, a member who returns from unpaid leave shall receive the above credit for a full year of service only if they work the equivalent of a full school year upon their return from the unpaid leave.

2. Fringe Benefit Program

While on leave, a certified staff member shall have the option to remain an active participant in fringe benefit programs by contributing thereto the amount he/she would have been required to contribute if actively employed; however, there will be no contribution by the District for such member. Utilization of this option shall require prior approval by the carrier.

3. Return From Unpaid Leave Of Absence

a. All accumulated benefits to which a certified staff member was entitled at the time the unpaid leave commenced, including seniority, unused sick leave, and credits toward sabbatical eligibility, shall be restored upon their return. No benefits will accrue to the member during an approved leave of absence under this paragraph.

b. At the expiration of any granted unpaid leave, the member shall be reinstated to the same or similar position to that held when the leave commenced.

ARTICLE 22

PAYROLL DEDUCTIONS

A. The District agrees to provide the following payroll deductions from the salaries of certified staff member as individually, and voluntarily or contractually authorized. Authorizations must be in writing and shall continue unless a discontinuance is requested in writing:

1. Association dues
2. Payments or deposits
3. Fringe benefit deductions
4. Section 125 Plan or HSA
5. Such tax deferred annuity programs that have enrolled at least ten (10) District employees per Program.

6. Salary reduction programs that are permitted by the IRS and are approved by the School Board.
7. Employee Assistance Program (EAP).

B. Prior to the first dues deduction of the school year, and then for any employee who becomes a member of the Association after the start of the year, the Association shall notify the District of bargaining unit members who have elected to have dues deducted from their paychecks and shall identify the dues to be deducted from each. The Association shall also notify the District when a bargaining unit member should no longer have dues deducted. The District shall enact dues deduction changes on the pay period following a notification. The Association, in communicating this notice to the District shall provide a copy of the signed dues deduction election form.

The District shall deduct and remit GTA dues from the October salary check of the teacher. One tenth of OEA-NEA dues will be deducted and remitted each month for ten (10) months, beginning in November and ending in August of each year.

C. The Association agrees to indemnify, defend, and hold the District harmless from employee or former-employee claims, orders, or judgments against the District concerning the dues deductions procedures outline in this agreement. The Association's obligations are contingent upon the District: 1) giving the Association at least two-weeks' notice, in writing, of any claims; 2) and fully cooperating with the Association and its designated counsel in the defense of the claim. The Association's obligation does not extend to criminal allegations or District conduct that would constitute an Unfair Labor Practice. In the event the District properly invokes this paragraph, the Association will provide the attorney to defend against the claim. In the event the District wishes to use its own attorney, the District will pay the fees and costs of said attorney.

D. An electronic spreadsheet listing of certified staff members' Association dues deductions, including voluntary Association deductions, shall be sent to the Association, together with the remittance due to the Association (GTA-OEA-NEA), within 10 days after the monthly salary check has been received by the employees of the District. GTA dues will be deducted and paid separately from OEA/NEA dues and shall be remitted to the GTA treasurer.

E. The District will make automatic paycheck deposits at mutually agreed upon financial institutions and payroll deductions as indicated in (A) above upon application for withholding from at least ten (10) District employees per institution or program. Deposits would be available for mailing to or pickup by the institution or program on the same day when teachers receive their payroll checks.

ARTICLE 23

PROFESSIONAL COMPENSATION

A. SALARY SCHEDULES

1. For the development of the 2018-19 salary schedule (Appendix A-1), Steps 1 and 2 of the 2017-18 salary schedule will be eliminated. The salary schedule will be renumbered such that Step 3 (from the 2017-18 salary schedule) will be titled Step 1 (in the 2018-19 salary schedule).
2. For the 2018-19 contract year: Employees who were placed in the ultimate and penultimate step of their column of the pay table prior to the table adjustment, will receive a stipend of \$1,500 for the contract year 2018-19 only.

3. The schedule for 2019-2020 provides for a 4% increase effective July 1, 2019 on the base and is attached as Appendix A-2. Step 1 will be removed from the schedule and an additional step will be added to each column of the schedule. Two additional steps will be added to BA column, for a total of eight (8) steps. One additional step will be added to BA+15 and BA+30 for a total of eight (8) steps and nine (9) steps.
4. The schedule for 2020-2021 provides for a 3% increase effective July 1, 2020 on the base and is attached as Appendix A-3. The cost of PERs pickup is shifted to employee compensation by increasing the salary schedule by 6.55%.
5. Effective July 1, 2018, the BA+60 column on the salary schedule will be eliminated. The MA column will be retitled MA/BA+60.
6. The index for the schedules is attached as Appendix A.

B. INITIAL PLACEMENT ON THE SALARY SCHEDULE

1. Horizontal Rows (steps)
 - a. The column "Completed Years of Experience" is only for initial placement on the salary schedule.
 - b. Full credit for prior experience will be granted to certified staff members new to the District. To be counted as a year of experience, the experience must be for at least 90 workdays in a teaching/licensed assignment in a public or private school with a school day and course of study approximating that of the Gladstone School District. To be counted, the experience must have occurred after the certified member possessed or was eligible for a teaching certificate from some state. Experience other than teaching or counseling in an elementary or secondary school may be approved by the Superintendent or designee upon verification that it was comparable to or equivalent to the assignment for which the certified member is hired in the Gladstone School District.
 - c. The top cells of the salary schedule are reserved for a continuation of service in the District, not for initial placement.
2. Vertical Columns (educational attainment)
 - a. All certified staff members will be placed in the (vertical) columns according to degrees held and credit hours earned.
 - b. The District will count for initial placement in advanced columns those credit hours taken and completed after the date on the initial teaching certificate. (However, a member who earned a bachelor's degree in the subject area in which they are hired to teach, before earning a teacher's certificate, may have hours counted beginning after the date of the bachelor's degree if the hours meet all other contractual requirements.)
 - c. Graduate hours marked on the transcript as reserved for graduate credit but taken before the award of the bachelor's degree will count toward placement on the salary schedule. For placement on the MA+24 or MA+45 column, hours must be earned after obtaining a Master's degree and obtaining a teaching certificate.
 - d. To be counted, the courses must 1) enhance the member's performance of their designated

assignment, or (2) must correlate with a possible future assignment or additional certification that has been approved in writing by the building administrator. The course work for placement on advanced columns must also be graduate hours from an accredited institution that the member passed with a grade of C or better (or "Pass" on pass/no pass system).

- e. Vocational Staff: One step on the pay scale shall be allowed for every two (2) years of related experience, not to exceed a total of five (5) advancements. Vertical steps based upon work experience shall be available only for members who hold a special vocational certification and do not hold a Bachelor's degree. The member must apply in writing and certify his/her experience. Step placement shall be determined by the administration and approved by the Board, utilizing the following criteria:

- 1) The member's industrial experience must be directly related to his/her assignment.

- 2) The member's assignment must be a cluster program that is state supported or reimbursed.

- 3) The cluster assignment shall be eleventh or twelfth grade students enrolled in at least a two-hour class.

- 4) The employee shall hold a valid state vocational certificate.

- f. Speech Language Practitioner and School Psychologist licenses: members who hold SLP or School Psychologist license and who hold a SLP or School Psychologist position will be placed on Column MA+45.

C. LONGEVITY STIPEND

Employees who were in the ultimate step of their column of the pay table on July 1, 2015 or earlier will receive an annual longevity stipend of \$2,000 effective July 1, 2018.

Employees who moved into the ultimate step of their column of the pay table on July 1, 2016 will receive an annual longevity stipend of \$1,000 effective July 1, 2018.

Employees who move into the ultimate step of their pay column on or after July 1, 2018 will receive longevity stipends per the following guidelines.

- Year 1- Employee moves into ultimate step of column of pay table.

- Year 2- Employee receives Longevity Stipend of \$1,000 for contract year.

- Year 3- Employee receives Longevity Stipend of \$1,000 for contract year.

- Year 4- Employee receives Longevity Stipend of \$2,000 annually.

D. SUBSEQUENT MOVEMENT ON SALARY SCHEDULE

1. Certified staff members will move one step each year 2018-2019, 2019-2020 and 2020-2021 according to the salary schedule. When there is step movement combined with column movement, placement will be based on credited experience.
2. To move horizontally on the salary schedule after initial placement, certified staff member must show evidence of obtaining the required number of graduate level hours from an accredited institution. Courses taken must (1) correlate with the major or minor teaching field, or (2) be

approved by the principal, or (3) if the member gets approval from the building principal to obtain an additional endorsement or certificate, then any course approved by TSPC for that endorsement or certificate program. The member must earn a grade of "C" or better ("Pass" on pass/no pass system).

3. Requests to move on the salary schedule will be considered and/or processed three times each year. Annual deadlines for application are October 1, February 1 and May 1. Salary payments will not be made retroactive but will be reflected on the payroll for the month that the request to move is approved. All requests must be accompanied by unopened official transcripts utilizing standard District request forms.
4. No certified staff member will suffer a loss of pay when moving horizontally on the salary schedule.
5. Certified staff members who have a BA+45 as of June 30, 2000, shall be allowed to move horizontally and vertically on the salary schedule. Movement will be limited to one column per year horizontally and vertically until maximum alignment is attained. This section will not apply to new hires or members who do not have a BA+45 as of June 30, 2000. The following BA and MA hours will be equivalent for the purpose of this paragraph.

BA+75	Is equal to	MA
BA+99	Is equal to	MA+24
BA+120	Is equal to	MA+45

E. ALTERNATIVE PAY RATE

The alternative pay rate was \$28.80 per hour in 2017-2018. The alternative pay rate will remain \$28.80 in 2018-2019. The alternative pay rate will increase by 2% in 2019-2020 to \$29.38, and will increase by 3% in 2020-2021 to \$30.26. Examples of alternative pay rate are summer school, driver education, home teaching, and curriculum development.

F. EXTENDED CONTRACTS

Any certified staff member who works beyond his/her regular contract will be paid at the rate of 1/190th of their regular contract per day as follows: Annual salary divided by 190 = daily rate divided by 8 = hourly rate. (In 2019-20 this ratio is based on 1/191 days; in 2020-21 it is based on 1/194 days.) This special service is subject to the approval of the District Superintendent. Counselors, athletic director, and media specialists shall be eligible for consideration for extended contracts.

G. AUTOMOBILE ALLOWANCE

Mileage reimbursement for authorized travel will be at the rate allowed by the IRS as of July 1 of each fiscal year.

H. PAYROLL SCHEDULE

A monthly schedule will be prepared by the District each year that lists the date payroll checks will be issued. The Association will be consulted in the development of the schedule. A target date of the 25th of each month will be used in the development of the schedule.

I. DEPARTMENT HEADS, GRADE LEVEL CHAIRS AND ADVISORY/SITE COUNCIL

Department heads, grade level chairs, and advisory/site council chairs may be appointed annually by the building principals and approved by the Superintendent and Board. At the time of appointment, they

shall be given a job description listing the responsibilities, which must be performed in these positions.

J. SATURDAY OPPORTUNITY SCHOOL

If Saturday Opportunity School is to continue within the current contract, certified staff members will be compensated with the alternative pay rate for administration approved time spent working directly with students on Saturday.

K. DISTRICT PAYMENT OF PERS CONTRIBUTIONS

1. The District shall continue to withhold from certified staff member's monthly salaries the contributions required by ORS 237.071; and shall "pickup," assume, and pay a 6 percent average employee contribution to the Public Employees Retirement System for the members then participating in the Public Employees Retirement System. Such "pickup" or payment of employee member monthly contributions to the system shall continue for the life of this agreement and shall also be applicable to members who first begin to participate in the system on and after July 1, 1981, to the termination of this agreement.
2. The full amount of required employee contributions "picked up" or paid by the District on behalf of certified staff members pursuant to this agreement shall be considered as "salary" within the meaning of ORS 237.003 (8) for the purposes of computing an employee member's "final average salary" within the meaning of ORS 237.003 (12), but shall not be considered as "salary" for the purposes of determining the amount of employee contributions required to be contributed pursuant to ORS 237.071. Such "picked up" or paid employee contributions shall be credited to employee accounts pursuant to ORS 237.071 (2), and shall be considered to be employee contributions for the purposes of ORS 237.001 to 237.320.

L. NATIONAL BOARD CERTIFICATION

1. Beginning July 1, 2019, any certified staff member who completes the National Board Certification process will receive a prorated stipend of \$4,000 upon proper documentation for as long as certification is maintained. The certification must be kept current to receive the stipend. The proration is based on receipt of certification or date of hire, but will be limited to current fiscal year.
2. Certified staff members may access their tuition reimbursement dollars as provided by Article 27 for academic costs related to gaining National Board Certification.
3. To be eligible for the stipends provided for in Sections 1 and 3 of this article, a certified staff member must have at least five years of teaching experience.
4. Other national certification programs may be reviewed by the superintendent/designee for possible stipend eligibility.

ARTICLE 24

EXTRA-DUTY

A. EXTRA DUTY DEFINITION AND CRITERIA

Extra-duty shall be considered duties and responsibilities not covered by the teaching contract, which requires additional time, training and preparation. The jobs involved in this extra-duty schedule are categorized by consideration of the following criteria:

1. Total number of hours involved in the activity.

2. The amount of extra training required.
3. Title IX compliance.
4. The responsibility for injury, participants, equipment, facilities, supplies, etc.

B. EXTRA DUTY COMMITTEE

An Extra Duty Committee will be developed and convened at least annually to address accountability, evaluation, proposal and additions of extra duty contracts. Membership shall be comprised of a WLK and GHS administrator, athletic director, activities director, certified staff representative(s) and the Superintendent or designee. Certified staff members will be able to present proposals to the group without having to wait until the contract is renewed. The committee can make a recommendation for a Memorandum of Understanding to be written.

C. PLACEMENT AND MOVEMENT

1. To move from Level I to Level II, the certified staff member must have been paid in the same duty assignment for two (2) consecutive years. *
2. To move from Level II to Level III, the certified staff member must have been assigned to the same duty assignment for an additional three (3) consecutive years. *
 - * When a position that is dropped and then reinstated later and the same person fills that position, it will be counted as consecutive years.
3.
 - a. Persons previously serving in the District in the same extra duty assignment will be placed in the appropriate column for years of experience when resuming that extra duty capacity.
 - b. A certified staff member may be credited for other experience for placement on the extra duty schedule at a higher level by the Superintendent and the School Board with the recommendation of the building principal.
 - c. A certified staff member who advances from assistant coach to head coach in the same sport (or in a sport where the category job descriptions are the same except for the gender of the participants as described in Section 7 below) shall be placed at a level that would assure at least a 5% raise in pay.
4. The School District administration will from time to time have a need to pay certified staff members for an activity that may not be on the current Extra Duty Schedule. Examples are new programs such as technology stipends, activities originating from grants, etc. The GTA President and Superintendent or his/her designee will meet and collaborate on the stipend and job description for the position being added. If the payment and assignment is made consecutive for two or more years, the assignments will become a discussion for the next bargaining session and a more permanent job description will be developed by the parties. It is not the District's intent to circumvent the contract or maintain permanent stipends that have not resulted from collective bargaining.
5. The District may choose not to fill certain extra duty positions. If the District chooses not to fill an extra duty position, the position will remain on the extra duty schedule at the same category and level.
6. When two category job descriptions are the same except for the gender/sex of its participants, accumulated years of experience in one shall be applicable to the other in the following sports: basketball, soccer, and track.

D. EVALUATION

1. At the end of each season, an evaluation of the certified staff member's performance will be made using the following criteria:
 - a. Demonstrates responsibility in the supervision of students, facilities, and equipment in his program.
 - b. Demonstrates knowledge of skills for the job involved which gives students a sound basis for action.
 - c. Demonstrates a willingness to devote more than the minimum time to promote good results.
 - d. Demonstrates an ability to organize and direct the group for positive results.
 - e. Demonstrates an attitude of cooperation with and support of other District staff, programs, administration, and the community.
 - f. Demonstrates an attitude of respect for and maintains a high level of personal and professional integrity.
2. Upon written request from the member, the administrator will provide a written statement of the reasons for the removal from an extra duty assignment. When a decision is made to remove a certified staff member from an extra duty assignment, the member will be notified prior to any change of assignment and prior to a general announcement to coaches or staff.

E. ADVANCED COLLEGE CREDIT TEACHERS

Certified staff members who teach classes for Advanced College Credit (ACC) will receive a stipend of \$200 per course title (e.g. a member teaching Spanish III for two trimesters would receive 1 stipend). This stipend is intended to support additional work necessary for coordinating the required guidelines for these classes.

F. EXTRA DUTY POSITIONS (see next page for a chart)

Extra Duty Positions 2018-2021

GHS

KMS/JWE/GCCF
as applicable

A	Level I Level II Level III	Athletic Director Head Football Head Basketball Head Wrestling Head Track Head Baseball Head Softball Drama Director	
B	Level I Level II Level III	Head Volleyball Head Soccer Instrumental Music Head Dance Team Head Cross Country Head Swim	
C	Level I Level II Level III	Assistant Basketball Assistant Wrestling Assistant Baseball Assistant Volleyball Assistant Softball Assistant Track Assistant Soccer	
D	Level I Level II Level III	Learning Assessment Coordinator	Outdoor School Director Learning Assessment Coordinator
E	Level I Level II Level III	Vocal Music Dance Team Assistant Yearbook Student Council Advisor	Head Basketball Head Wrestling Head Track Instrumental Music Student Council Advisor
F	Level I Level II Level III	Writing Coordinator TAG Coordinator Culinary Team/Catering Advisor Learning Specialist	TAG Coordinator Assistant Wrestling Assistant Track Assistant Basketball Vocal Music Volleyball Cross Country (Level I

G	Level I Level II Level III	Senior Class Advisor	
H	Level I Level II Level III	Department Heads/Grade Level Chair	Outdoor School Teacher
I	Level 1 Level II		Kraxberger Intramurals Cross Country
J			GCCF Activity Coordinator
K		Prom Advisor Peer Coaches	Peer Coaches

G. EXTRA DUTY SALARIES

The extra duty schedule will increase by the same base percentage increase as the salary schedule and is attached hereto as Appendix B-1, B2 and B3.

H. EXTENDED SEASON

Coaches/advisors listed in Section C who are involved in any Oregon School Athletics/Activities Association (OSAA) sponsored state competition beyond the regularly scheduled district-level competition shall receive the following extended compensation:

1. Coaches/advisors whose teams participate in state level competition will be paid an additional stipend of 10 percent of the coach's/assistant's/advisor's extra duty pay. For coaches of individual state competitors, the stipend shall be 7 percent of the regular extra duty pay.
2. Compensation shall be limited to the head coach and the immediate assistant coach and any others recommended by the athletic director and building principal.
3. A coach/advisor who has both a team and individuals qualify for OSAA sponsored state competition shall receive the 10 percent additional stipend described in Section F1 above.
4. A coach/advisor in wrestling or track and field who has individuals qualify in 50 percent or more of the individual categories of a sport or activity in an OSAA sponsored state competition shall receive the 10 percent additional stipend as described in Section F1 above.

ARTICLE 25

INSURANCE

A. BENEFITS AND CONTRIBUTIONS

1. The District shall contribute on behalf of each full-time certified staff member in the bargaining unit the full cost of health, dental, vision, and life insurance up to \$1541 per month for the fiscal years 2018-2019, 2019-2020, 2020-2021. The District will pay a proportional amount of the above listed rates on behalf of each part time member, based upon hours worked.
2. Certified staff members who select an insurance plan option with premium costs below the District cap of \$1541 shall receive a percentage of the difference between the total premium cost and the District cap shall receive a percentage of the difference between the total premium cost and the District cap (referred to as the "difference amount"). A percentage of the difference amount will be credited monthly under a Section 125 plan, and available for use toward plan benefits, or to be paid in cash, as described below, and in accordance with the terms of the Section 125 plan.
3. Specifically, 40% of the difference amount up to \$500 will be credited to the Section 125 plan and the remaining amount will be paid in cash less 2%. The Section 125 plan also permits certified staff members to elect to receive plan credits in the form of cash, but if an members elects to receive the difference amount in cash, only 38% of the difference amount will be available for a cash distribution. To the extent a member elects to receive a portion of the difference amount in cash, the member will pay state and federal income and payroll taxes on the amount of the cash received, and the District will pay its portion of the payroll taxes. The portion of the difference amount that is not

utilized under the Section 125 plan (i.e., amounts not actually paid out in cash, or not actually used for non-cash benefits under the plan) will be retained by the District. In addition, in accordance with the terms of the Section 125 plan and the applicable IRS rules, amounts credited toward benefits under the Section 125 plan, but not utilized for benefits, will be forfeited.

4. In lieu of receiving a percentage of the difference amount, a certified staff member who chooses an HSA-compatible plan (MODA or Kaiser) will receive a District contribution of up to \$250 per month (\$3000 total), not to exceed the District cap, into a Health Savings Account (HSA).

B. DISTRICT RIGHTS

Upon the expiration of this contract, and until the parties negotiate a replacement contract, the District shall have no obligation to contribute more than the District contribution in force when the contract expires, per certified staff member per month.

C. SUMMER HEALTH INSURANCE ELIGIBILITY

Completion of a regular 190-192-day full-time employment contract shall entitle the certified staff member to have insurance coverage continue for the months of July and August, unless the member has been dismissed or non-renewed. Probationary members that have completed a regular 190-192-day full employment contract but are non-renewed will be entitled to insurance coverage for the months of July and August.

D. HEALTH INSURANCE COMMITTEE

The District and Association shall agree to establish a standing insurance committee to assist in managing insurance programs and premiums, and to jointly develop incentives to encourage elimination of double coverage. The association retains the right to select insurance carriers. Recommendations for changes to insurance or carriers will be developed jointly by a committee comprised of GTA representatives and the administration. Certified staff members will be allowed to participate in a District sponsored Section 125 program for out-of-pocket costs for health care premiums.

E. PRESCRIPTION REIMBURSEMENT PROGRAM

The prescription drugs language described in this section will only apply to active employees who were hired before July 1, 2013, and will also apply to retirees, but only if they retired from the District on or before July 1, 2013. New hires or new retirees after July 1, 2013 will NOT be eligible for the prescription reimbursement benefits.

The District will reimburse employees for out-of-pocket cost for prescription drugs as covered by the medical plan in force, subject to the following:

1. The actual co-pay subject to maximum reimbursement of \$20 (e.g. per prescription or regular 30 day supply).

For example, prescription reimbursement benefit would result in employee out-of-pocket costs ranging from \$0 (generic) \$5 (preferred), \$30 (non-preferred) for each prescriptions covered by the plan. Most prescriptions will be covered in the \$0-\$5 range.

2. The reimbursement will be made to the employee upon presentation of a receipt demonstrating the out-of-pocket cost for the prescription.

ARTICLE 26

EARLY RETIREMENT OPTION

A. EARLY RETIREMENT SUNSET

Certified staff members hired prior to the 2012-2013 school year will be eligible for the early retirement option in this Article.

B. ELIGIBILITY

1. The Gladstone School District shall establish an early retirement option program for certified staff members who meet the eligibility and service requirements listed below. The benefits provided are a form of deferred compensation for work performed during the years of employment and compensation for services to be provided during the retirement period.
2. Certified staff members who have completed fifteen (15) years of service as a certified staff member, including at least ten (10) years in Gladstone School District, and who have reached their 55th birthday or who have 30 years of service under PERS, shall have the option only upon retirement from PERS, to access the district early retirement benefits. Members working half-time or more, but less than full-time as of the date of their retirement shall receive a proportionate share of these benefits. Members working less than half time shall not be eligible for any early retirement benefits.

C. EARLY RETIREMENT BENEFITS

1. A certified staff member electing to retire before age 59 will receive a stipend of \$350 per month. The District will pay this stipend for a maximum of 36 months, but all payments shall cease at age 62 or death, whichever comes first.

As an alternative to the stipend provided for in this section, members who are eligible to retire under Section A of this article may choose to take early retirement benefits in the lump sum amount of \$12,600. The member may choose to have the lump sum amount paid out in a single payment upon retirement, or in a four-part stipend, with each of the four payments made on July 1 of each of the four subsequent years. Any member electing this lump sum option shall not be eligible for the insurance benefits provided for in this article. Should the member die before all payments are received, the remaining balance will be paid to the members designated beneficiary upon the appropriate notification of the member's death.

2. A certified staff member electing to retire at the age of 59 through 61 will receive a stipend of \$210 per month. The District will pay this stipend for a maximum of 36 months, but all payments shall cease at age 62 or death, whichever comes first.

As an alternative to the stipend provided for in this section, members who are eligible to retire under Section A of this article may choose to take early retirement benefits in the lump sum amount of \$7,560. The member may choose to have the lump sum amount paid out in a single payment upon retirement, or in a four-part stipend, with each of the four payments made on July 1 of each of the four subsequent years. Any member electing this lump sum option shall not be eligible for the

insurance benefits provided for in this article. Should the member die before all payments are received, the remaining balance will be paid to the members designated beneficiary upon the appropriate notification of the member's death.

3. The District will provide single party medical insurance coverage for the retiree for a total of seven (7) years or until the retiree reaches Medicare eligibility, whichever comes first. For certified staff members who retire before age 59 and receive benefits under this Article, the member may delay the start of this District-paid single party medical insurance for up to three years by signing an agreement that the cost of the single party medical coverage shall be deducted from the retirement stipend during the intervening period. During the time that the retiree is receiving District-paid stipend and/or insurance, the retiree may purchase, at his/her own expense, medical insurance for the spouse at group rates of the District teacher insurance program. The retiree may purchase single or two party medical insurance at group rates until age 65 or Medicare eligibility, whichever comes first, if allowed by applicable insurance carriers.
4. Alternatively, the early retiree may waive the single party medical insurance and receive, during the months of stipend eligibility, the stipend provided under B1 or B2 above plus the dollar value of the single party medical insurance during those months.
5. Alternatively, the early retiree may elect to have family dental insurance premiums paid for up to seven (7) years in lieu of the single party medical provided under B3. *
6. Retirees (not spouse or other family members) will be allowed to participate in the prescription reimbursement pool.
7. Certified staff members that retire from the District but do not qualify for early retirement benefits will have the option to pay out of pocket to purchase retiree medical insurance until age 65.
8. Any employee hired after July 1, 2012, will not be eligible for district paid early retirement benefits.

D. APPLICATION FOR EARLY RETIREMENT OPTION

In order to receive benefits under this program, certified staff members must:

1. Give notice of intended retirement to the Superintendent's office as soon as possible and no later than sixty (60) days prior to their retirement date.
2. Choose as a retirement date the last day of the semester or trimester, with the exceptions to be considered by the Superintendent.
3. If a certified staff member has given notice of Election for Early Retirement prior to their 59th birthday, and if their birthday occurs after January 1 of their final year of teaching, they may continue to teach until the end of the school year and still may qualify under Paragraph B (1).

E. TERMINATION OF EARLY RETIREMENT BENEFITS

Early retirement benefits will be terminated if the retiree:

1. Applies for and receives notice of eligibility for unemployment payments charged against the

District.

2. If the retiree is re-employed by the District in a position of half time or more for a period of ninety (90) days or more, the stipend will be suspended for that period of reemployment.
3. Fails to fulfill any other terms and conditions of the program.

F. EXPIRATION OF EARLY RETIREMENT OPTION PROGRAM

This early retirement option expires ten (10) days prior to the expiration date of the collective bargaining agreement. Nevertheless, retirees who exercised their option to participate in the program prior to that date shall continue to receive the benefits described above except as provided by Paragraph E.

ARTICLE 27

TUITION REIMBURSEMENT

A. TUITION/CONFERENCE REIMBURSEMENT POOL

1. Tuition reimbursement and workshop/conference training reimbursement will be limited to a combined total dollar amount \$65,000 each year for the duration of this contract. The amount of money available per term is identified in the chart below (C). Monies not used within a specific term will roll forward to the following term within the fiscal year July 1 through June 30.
2. Money for tuition reimbursement includes the cost for credit(s) only. It does not include registration fees, student fees, online fees, materials, etc. Money for workshop/conference reimbursement includes registration fees and the cost of a substitute when required. It does not include materials, workbooks, travel, parking, meals, lodging, and association dues. (The exception to workshop/conference reimbursement would be if the dues were included in the registration fee.)
3. Each certified staff member shall receive full reimbursement for an amount equal to the actual cost of nine (9) graduate hours per fiscal year not to exceed the then current monetary rate charged by Portland State University as if the courses had been taken as three (3) courses, each of which were for three (3) credits. Monies may be used for graduate or undergraduate coursework. This does not restrict the member's right to be reimbursed for more than nine (9) hours, provided the cost incurred does not exceed the formula as explained herein.
 - a. An amount not to exceed \$1,000 may be used per member, per fiscal year, for conferences or workshops and will be counted towards the total available credit hour dollar cap per member, per year.

B. REIMBURSEMENT CHART

<u>Fiscal Year</u> <u>July 1-June 30</u>	<u>Forms</u> <u>submitted to</u> <u>admin between:</u>	<u>Class</u> <u>start date must</u> <u>be between:</u>	<u>Amount Available</u> <u>2018-2021:</u>
<u>Summer</u>	May 1-Aug. 31	July 1-Aug. 31	\$22,125
<u>Fall</u>	May 1-Dec. 31	Sept. 1-Dec. 31	\$14,125
<u>Winter</u>	Nov. 1-March 30	Jan. 1-Mar. 30	\$14,125
<u>Spring</u>	Feb 1-June 30	Mar. 1-June 30	\$14,125

1. Courses and workshops/conferences considered for approval must directly correlate with the certified staff member's instructional duties, and/or improve their overall educational goals. Eligibility will be decided upon by the building principal, based on any of the following criteria in no particular order:
 - a. Major district/school curriculum emphasis for the current school year
 - b. District/school staff development goals for the current school year
 - c. Majority of the member's assignment for the current school year
 - d. Member's personal/professional goals for licensure or advanced degree programs
 - e. Member's continuing professional development plan
 - f. Other areas mutually agreed upon by the member and an administrator
2. Forms for tuition reimbursement/conferences/workshops will be completed and submitted online.
 - a. Forms must be complete to be eligible. This includes a course or conference description. Contact the director of Human Resources or designee if you decide not to take the course. Funds are encumbered as soon as a course/conference is approved; therefore, if you fail to attend, that money is still sitting while others could be denied access.
3. Requests will be submitted via Google Forms, and once completed will be time-stamped with time and date. Requests will be considered for approval in the order received.
4. The member must earn a grade of "C" or better ("Pass" on a pass/no pass system) to qualify for reimbursement.
5. The above online process will be implemented for summer 2019.

D. PAYMENT AND COURSE COMPLETION

1. Upon presentation of proof of payment for course hours, tuition reimbursement will be paid to

the certified staff member. The amount advanced for tuition for such courses will be subtracted from the member's paycheck if the course work is not successfully completed and documents turned in no later than February 1 for courses taken during fall term or May 1 for courses taken during winter term. Proof of successful course completion for spring and summer courses must be submitted by October 1.

- a. If a certified staff member cannot turn in proof of course completion until after May 1, the member will enter into a contract to insure that tuition reimbursement funds will be returned to the District should the individual cease to work for the District. If a member does not return to teach in the District in the new school year, they will be credited with tuition reimbursement earned the prior fiscal year but not taken as of June 30, but must repay tuition reimbursement funds which were advanced for the following year.
- b. If the certified staff member is unable to obtain proof of course completion due to difficulties in obtaining documents from the college or university, they will notify the District by the above-specified deadlines. The District and the member will then agree upon a new date for submitting proof of course completion.
- c. In order to have tuition reimbursement deducted from the current year's allotment, the class must be approved and the receipt received at the district office no later than June 25 (provided the member is still eligible for the reimbursement). Any receipts brought in after June 25 will not be reimbursed.
- d. Reimbursements are processed on the 15th and 30th of each month and will be made through direct deposit. Reimbursement requests must reach human resources at least five (5) working days prior to either of the above dates to allow processing time for payment on the 15th or 30th.

ARTICLE 28

CONTINUING PROFESSIONAL DEVELOPMENT

- A. The District will sign a certified staff member's CPD/PDU plan when completion of the plan is verified.
- B. The District will adhere to the Oregon Administrative Rules in administering CPD/PDU plans.
- C. If the District intends to implement a distance-learning program that would result in the elimination of bargaining unit positions, the District shall bargain the decision and the impact of that decision with the Association.

ARTICLE 29

MENTOR PROGRAM

- A. All newly hired certified staff members are required to attend two additional work days allocated for "new staff in-service" prior to the start of the school year.
- B. All newly hired certified staff members will be required to participate in professional development.

1. Members new to the district, with less than 4 years of experience in their endorsed area, may be required to attend up to 12 hours of professional development during their 1st year in the district (this is in addition to the 2 days of the “new staff in-service” prior to the start of school). Any of this time that occurs outside the regular work day will be compensated at curriculum rate.
 2. Members new to the district with 4 or more years of experience in their endorsed area, may be required to attend up to 6 hours of professional development during their 1st year in the district (this is in addition to the 2 days for “new staff in-service” prior to the start of school). Any meeting times that occur outside the regular work day will be compensated at curriculum rate.
- C. All newly hired certified staff members will be assigned a mentor. Mentors shall be compensated in accordance with the extra duty salary schedule and will be expected to follow the job description.
- D. Documents created by the certified staff member and/or mentor program pursuant to the mentee/mentor relationship cannot be used in disciplinary or evaluation related actions. Mentors cannot be called as witness, by either the member or the district, in any proceeding involving the members they are assigned to.

ARTICLE 30

STRIKES AND LOCKOUTS

- A. During the term of this Agreement, the Association and its members, as individuals or as a group, will not initiate, permit, or participate or join in any strike, work stoppage, slowdown, or any other restriction of work in the District.
- B. During the term of this Agreement, the District agrees not to lockout the certified staff members as a result of any labor dispute.

ARTICLE 31

GENERAL PROVISIONS

A. **SAVINGS**

Should any article, section or portion thereof, of this Agreement be held unlawful or unenforceable by any court of competent jurisdiction, or any administrative agency having jurisdiction, such decision shall apply only to the specific article, section, or portion thereof directly specified in the decision.

B. **COMPLIANCE BETWEEN INDIVIDUAL CONTRACT AND AGREEMENT**

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

C. **FUNDING**

The parties recognize that the revenue needed to fund the compensation provided by this Agreement must be approved by established budget procedure and, in certain circumstances, by vote of the

citizens. All such compensation is therefore contingent upon sources of revenue and, where applicable, voter levy approval. The District agrees not to modify the compensation specified in this Agreement, unless mutually agreed to by the District and the Association. The District agrees to include in its levy request amounts sufficient to fund the compensation provided by this Agreement, but makes no guarantee as to passage of such levy requests or voter approval thereof. This does not guarantee any level of employment.

D. RE-OPENER

1. The Association and District understand that, due to the way schools in Oregon are funded, the District may receive significantly more or less than the current level of funding being used as the basis for this Agreement. Therefore, to insure the financial security of the District and maintain the trust of the members of the Association, the District and the Association agree:
2. If there is significantly less or more money than projected, the following will occur:
 - a. A meeting will be scheduled within fourteen days of either party's request to meet, unless the parties mutually agree to an alternate schedule.
 - b. The subject of such a meeting may include, but not be limited to, the shortening or lengthening of the work year, reductions or addition to staff or programs, and reductions or additions to certified staff member compensation or benefits.
 - c. With the mutual agreement of the parties, the current collective bargaining agreement may be opened for negotiations following the meeting(s) described above. Such negotiations shall be in accordance with ORS 243.712, except that the mandatory duration of the bargaining shall be 90 days instead of 150 days. In the alternative, the parties may agree to a different timeline for negotiations. Both parties must vote on the ratification of any agreed-to modifications of the collective bargaining agreement.

E. REOPENER SPECIFIC TO ARTICLE 29 – MENTOR PROGRAM

The Memorandum of Understanding in effect for the 2018-19 school year will remain in effect until July 1, 2019. Association and District leadership will convene in June 2019 exclusively for the purpose of revising and/or rewriting the mentor model and mentor compensation as may be necessary.

ARTICLE 32

TERM OF AGREEMENT

This agreement shall become effective on July 1, 2018, and shall be binding upon the District and the Association and shall expire on June 30, 2021.

The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and that the understanding and agreements arrived upon by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waves the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. The Association and District agree to abide by ORS 243.672 in regard to interim bargaining.

The below parties have signed this revised contract on this _____ day of _____, 2018.

For the District _____

For the Association _____

