

Collective Bargaining Agreement

Between

The East County Bargaining Council

and

The Gresham-Barlow School District #10J



2004-2008

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PREAMBLE
CONTRACT BETWEEN
THE EAST COUNTY BARGAINING COUNCIL
and
THE BOARD OF DIRECTORS OF
GRESHAM-BARLOW SCHOOL DISTRICT NO. 10
MULTNOMAH and CLACKAMAS COUNTIES, OREGON

This Agreement is entered into between the Board of Directors on behalf of the Gresham-Barlow School District, No. 10, Multnomah and Clackamas Counties, Oregon, (hereinafter referred to as the "District" or "Board") and the East County Bargaining Council (hereinafter referred to as the "Council").

ARTICLE 1
RECOGNITION

- A. The Gresham-Barlow School District Board of Directors recognizes the East County Bargaining Council as the exclusive collective bargaining representative with respect to economic benefits and other conditions of employment to the extent required by Oregon Law, Chapter ORS 243.650 to 243.782, for the term hereof for all employees in the bargaining unit defined as follows:

All employees of the District who are required as a condition of employment, to possess an academic certificate, license, degree or the equivalent issued by the State of Oregon, an institution of higher education, or a professional society, will be members of the bargaining unit, excluding substitute teachers, temporary employees who work less than ninety (90) working days, administrative and confidential employees. Members assuming non-instructional assignments, such as, but not limited to, Athletic Director, Activities Director, Department Chair and TOSAs shall remain members of the bargaining unit. GBEA retirees are members of the unit except they are entitled to self-paid District insurance benefits as per Articles 29 and 30. Retirees are not entitled to paid leaves, to the provisions of Article 11 (Reduction in Force), to tuition reimbursement, or to have deductions made toward PERS unless reinstated to PERS membership. The District may stipulate the term of employment for retirees. At the beginning of employment as a retiree, the retiree will carry forward from his/her accrued and unused sick leave one (1) day for each month of employment as a retiree. The use of these sick leave days can exceed one (1) day per month but cannot, for pay, exceed the account total number of days. If employed for a subsequent school year, the retiree will earn one (1) sick leave day for every thirty (30) calendar days.

- B. The Board agrees not to negotiate with or recognize any employees' organization other than the Council for the duration of the Agreement.

ARTICLE 2
NEGOTIATIONS PROCEDURE

A. Successor Agreement

Prior to the expiration of this Agreement, the Board and ECBC, through the Executive Council of the GBEA, agree to enter into negotiations over a successor Agreement in accordance with the procedures set forth herein in a good faith effort to reach Agreement concerning economic benefits and other conditions of employment for members of the bargaining unit. Any Agreement so negotiated will be reduced to writing and signed by the Board, the Superintendent, the ECBC president, the GBEA president, the OEA UniServ representative, and the GBEA bargaining chairperson.

B. Change in Board Policy

Before the Board adopts a change in policy which affects economic benefits and other conditions of employment which are not covered by the terms of this Agreement, the District will send to the GBEA President a copy of the policies being proposed at the same time as provided to the Board prior to the first reading by the Board and at least thirty (30) days in advance of their implementation.

C. Modification of Agreement

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by the Board and ECBC through the GBEA Executive Council.

D. Copies

1. There shall be three (3) signed copies of the final Agreement for the purpose of records. One (1) shall be retained by the District and one (1) by the GBEA Executive Council and one (1) by ECBC. These copies will be prepared by a joint effort of the two negotiating teams. The format of the contract shall be agreed upon by the parties prior to printing.
2. GBEA agrees to publish contracts and distribute them to all bargaining unit members prior to the start of the 2005-2006 school year. Following the first year of the contract, GBEA will distribute copies of the contract to new bargaining unit members during new teacher inservice. The District shall be responsible for distributing contracts to teachers who are hired after the start of a school year. The Board agrees to pay one-half (1/2) the costs of publishing the contracts.
3. One hundred seventy-five (175) additional copies will be provided by the Council to the District for the cost of printing only.
4. One (1) copy of the complete current District Handbook of Policies and existing job descriptions will be placed in each school library on reserve prior to September 15 annually. The District will provide the Council Presidents with two (2) copies of the Handbook and existing job descriptions upon request. This information may also be provided to staff and the Council via the computer or on diskette.

ARTICLE 3
GBEA/ECBC RIGHTS

A. Information

Upon request, the District agrees to furnish the East County Bargaining Council (ECBC) or the Gresham-Barlow Education Association (GBEA) representatives, herein referred to as the Council, with public, non-confidential information necessary for it to function as exclusive representative. The Council agrees to reimburse the District for actual costs incurred in development and delivery of such information when it is not readily available, when it is not for utilization by the Council as the exclusive bargaining representative, or when the costs of production or reproduction go beyond a nominal level.

B. Right to Hold Meetings

Council activities may occur during building hours, but outside classroom hours, by mutual agreement of the parties, including for the purposes of this article, the processing of a grievance as a Council activity.

C. Building Use

The Council and its representative shall have the right of access to school buildings for the purpose of holding meetings or workshops, provided that such meetings shall not interfere with normal school operations or members' student contact time. Scheduling shall be consistent with District and/or site procedures governing building use.

D. Equipment Use

The Council shall have the opportunity to use school equipment such as typewriters, copy machines, other duplicating equipment, calculating machines, computers, Fax, and printers, and all types of A-V equipment at reasonable times. The Council representative shall discuss equipment use with each principal prior to the start of the school year and receive appropriate training on its use if necessary. The Council shall pay for the reasonable cost incidental to such use and for any repairs necessitated as a result thereof.

E. Communication

The Council or its representative shall have the right to make phone calls and write letters for official Council business at all reasonable times, provided that it does not interrupt class or normal school operations and is consistent with state law regulations.

F. Bulletin Boards

The District will provide a designated location in each faculty room to the Council for posting bulletins. The Council will provide the desired bulletin boards and maintain them.

G. School Mail/E-Mail

Inter-school mail/e-mail facilities may be used for distribution of Council communications. Association/Council business communication with members via mail/e-mail may occur during the school day but outside student contact time, not interfering with normal school operations or a member's responsibilities, and be consistent with state law and regulations. When inter-school mail courier service is used for distribution of Council communications, then communications distributed to all members of the bargaining unit shall be provided to each building principal and the Superintendent at the same time it is being provided to members.

H. Announcements

Upon request, the Council shall be allowed to make announcements as a scheduled item on the agenda of any faculty meeting.

I. Release Days

Upon request, the GBEA will be granted annually up to seventy-five (75) days' release time for officers and members.

J. President's Release Time

Upon request, and with at least sixty (60) days' prior notice, the Board shall grant up to full leave to the local president of the Council during his/her term of office. The Gresham-Barlow Education Association will reimburse the District for salary and related costs.

Note: If Section J is not used, the seventy-five (75) days in Section I remain at seventy-five (75) to be used with a cap of twenty-five (25) days for any council member as delegated by the president(s). If Section J is used, then the days in Section I are reduced to fifty (50) with a cap of fifteen (15) days for any member. The Council agrees to pay the full cost of a sub, to include related costs, if a sub is hired.

K. Negotiations Team Release Time

The District shall provide release time for the members of the GBEA's negotiating team at such times as the parties actually meet during school hours for the purpose of negotiating a successor agreement. The Council agrees not to add additional members to its negotiating team during such negotiating sessions.

L. New Employee Information

The District will place in the Human Resource package to all new employees, a statement that the Council is recognized as the exclusive negotiating representative for all licensed employees in the District and the name of the current building representatives as provided by the GBEA Executive Council.

M. Orientation

The GBEA will assist the administration by participating in the planning of the orientation program for members new to the District and District-wide inservice training. The Association participation in this planning will not obligate them to any costs of the orientation; however, any Council representative participating in planning outside of the regular contractual day or year is not subject to compensation by the District.

N. New Member Inservice/Convocation

The District shall extend an invitation to the GBEA Executive Council to participate in sixty (60) minutes of contact time during the new member inservice at the beginning of the school year. The District will provide for the introduction of GBEA officers at the district convocation. The District will schedule the last thirty (30) minutes of the convocation schedule for the GBEA to hold a meeting at the convocation site for its members.

O. School Board Agenda

The GBEA representative may address the Board during its regular sessions under the "Citizen's Request" portion of the agenda. The District shall provide the Association President with an advance agenda, approved Board minutes, and a copy of the Board packet, excluding any information which is confidential or not available to the general public, forty-eight (48) hours prior to the regularly scheduled Board meeting. One (1) copy of the School Board unapproved minutes will be posted in each faculty room within ten (10) days after the meeting. The agenda for each board meeting will be posted in each faculty room. This information may be provided via computer within the same timelines.

P. Exclusive Representation

The rights and privileges of the Council and its representatives as set forth in this agreement shall, unless specified by law or ERB ruling, be granted only to the Council as the exclusive representative of the members, and to no other member organization.

Q. Membership Records

The District will provide to the Council, by September 30, information pertinent for updating the Association's membership records.

R. Substitute Lists

The District will make current substitute lists in each building readily available to staff. Whenever possible, member preferences for substitutes will be honored.

ARTICLE 4
RIGHTS OF MEMBERS

A. Personnel Files

1. There shall be one official personnel file designated by the District for each member. This file shall be located in the District Administration Office. The personnel file is confidential and access to it shall be limited to individuals as permitted in accordance with Oregon statutes, Oregon Administrative Rules and District policy.
2. If the District receives a request from a parent for information about the professional qualifications of a member, the District shall only provide the information required by state or federal law. The District will notify the member, the Association president(s) and the OEA UniServ consultant within three (3) working days about any request for information about the member's qualifications. The District may use e-mail to notify.
3. Members will have the right upon request to review the contents of their personnel files except references from previous employers, placement files and other documents excluded by law. The member will have the right to have representation present during such review and may make copies of such file contents at the member's expense. A copy of any disciplinary material will be given to the member at the time it is placed in the file. The member will have the right to respond within fourteen (14) days in writing to documents placed in the file. Material not maintained by the District in accordance with this section shall be considered a grievable matter.
4. At the point the administrator decides that it will be necessary to add a disciplinary document to the member's personnel file, the administrator will remind the member that he/she is entitled to representation.
5. Any disciplinary document written by the administration that is placed in the member's personnel file will include the notation "cc: Personnel File" and will bear the member's signature acknowledging that he/she has received a copy of the document.
6. Disciplinary material (i.e., warnings, reprimands, or suspension actions), evaluations, observation forms or written complaints which have not been given to the member will not be used by the District as a basis for disciplinary action.
7. All written documents and communications that are part of the grievance record, as introduced by either party, shall be placed in a separate file and shall not be added to the personnel file of any member in the District.

B. Representation

1. When an administrator determines that he/she must call a meeting to investigate serious allegations made against a member, or for disciplinary purposes, he/she

shall notify the member in writing of the nature of the meeting. The member may seek representation, taking no more than two (2) working days to obtain an appropriate representative to attend the meeting if for disciplinary purposes, or to secure representation prior to the commencement of the following student day, for a meeting to investigate a serious allegation.

2. When, in the course of a meeting between a member and administrator, the administrator determines events are occurring, or facts becoming known, which could potentially result in disciplinary action, that administrator shall immediately advise the member that he/she has the right to representation and then schedule a separate meeting with prior notice to the member so the member can arrange representation.

C. Discipline of Members

Unless necessary because of safety concerns or to ensure the orderly operation of the school, discipline of a member by a District representative shall be made in private (without parents, students, members, or other members of the public being present). The member shall retain the right to have Council representatives present.

D. Non-Reprisal

The District agrees not to coerce, restrain, interfere with, or otherwise take reprisals against any member for the exercise of rights guaranteed by this Agreement.

E. Nondiscrimination

The District and the Council agree they shall not discriminate in the application of this agreement because of: age, race, religion, sex, marital status, national origin, disability, union activity or membership or non-membership in the Council. The provisions of this section shall be subject to the grievance procedure included in this agreement as Article 6 up to and including Level Three. The decision at this level shall be final and binding on the parties. Any other remedy must be sought through an appropriate agency or court of competent jurisdiction.

F. Right to Organize

All members shall have the right to organize and engage in GBEA and ECBC activities insofar as the activities do not occur during the contract day, excluding members' duty free lunch, or unless otherwise allowed by terms of this contract.

G. Evaluation of Students

The member shall maintain the responsibility to determine grades and other evaluations of students. In the event a grade or evaluation is changed without the member's consent, the District's record shall reflect the change and the fact that it was affected without the consent of the member.

H. News Releases

Information regarding a member's pending suspension or dismissal case will not be made available to the news media unless the information is a matter of public record.

I. Just Cause

1. No member shall be disciplined without just cause, however, the Fair Dismissal Law shall provide the exclusive procedure with respect to the dismissal of a contract member and the exclusive grounds for such dismissal.
2. This Article does not modify the Board's rights under the provisions of ORS 342.835 to discharge, remove or refuse to renew the contract of a probationary member for any cause deemed in good faith sufficient by the Board.
3. Evaluations, assignments to or retention in any extra duty assignments are excluded from the binding arbitration provisions of Article 6. However, the District will not arbitrarily remove a member from an extra duty assignment during the term of the assignment.

**ARTICLE 5
PERSONAL AND ACADEMIC FREEDOM**

- A. The personal life of a member is not an appropriate concern of the District so long as it does not interfere with the member's contractual work responsibilities.

- B. The Council and the District acknowledge the fundamental need to protect members from any censorship or restraint that might interfere with their obligation to perform their prescribed teaching functions. Therefore, members shall be protected in the use of controversial material, methodology, or content as long as such use complies with District policy and procedures and is in accordance with the District's adopted curriculum and planned course statement. Copies of such policy and procedures as well as copies of such District-approved curriculum or course statements shall be provided upon member request prior to the beginning date of the instruction of such curricula and courses.

ARTICLE 6
GRIEVANCE

A. Purpose

A determined effort shall be made to settle grievances at the lowest possible level. Meetings or discussions involving a grievance shall be scheduled to avoid interruption of duties. The grievance proceedings will be kept as informal and confidential as may be appropriate at any level.

B. Definitions

1. A grievant shall be the Council (the East County Bargaining Council/GBEA Grievance Representative(s)), in this article called the Council.
2. A grievance shall mean a claim by the Council alleging a violation, interpretation or application of this agreement.
3. Immediate supervisor shall mean the one who has authority to resolve the grievance.
4. Days shall mean member contract days, excluding holidays, in-service days and inclement weather days. During summer vacation, days shall mean those on which the District office is open for business. During the summer either party may extend the time limits, except for the time requirements for initial filing of a grievance referenced in (B)(5) below, of the Article if it deems necessary by giving written notice to the other party.

C. Procedure

1. Level One - Principal/Immediate Supervisor

Within twenty (20) days of the time of the grievance or within twenty (20) days of the time the Council could reasonably have become aware of the grievance, the Council shall initially discuss the grievance informally with the immediate supervisor with the objective of resolving the matter. If the Council is not satisfied with the initial decision of the immediate supervisor, the GBEA Grievance Chairperson, within ten (10) days of the initial decision, shall submit the grievance to the building principal in writing. The building principal shall have ten (10) days to render his/her decision, in writing, to the signatories (cited in part (D)(1)). The decision will be mailed to the signatories at their summer addresses during summer vacations.

2. Level Two – Superintendent

If the Council/GBEA Grievance Chairperson is not satisfied with the disposition of the grievance at Level One, or the principal/immediate supervisor does not render a written decision within the timeline, the GBEA Grievance Chair shall

submit the written grievance to the Superintendent's office and the Director of Human Resources no later than ten (10) days from the due date or receipt of the Level One decision. Within ten (10) days of the receipt by the superintendent of the written grievance, the superintendent or designee will meet with Council in an effort to resolve the grievance. A written decision signed by the Superintendent shall communicate a decision to the original grievance signatories and the UniServ Representative within ten (10) days of the meeting. During the summer, the decision will be mailed to the same signatories at their summer addresses.

3. Level Three – Arbitration

The GBEA and ECBC Councils shall determine if the grievance will be submitted to arbitration.

Grievances which are arbitrable as hereafter provided and not settled at Level Two, may be appealed to arbitration by delivering written notice of request for arbitration to the Superintendent within ten (10) days of receipt of the decision of the Superintendent at Level Two.

When timely request has been made for arbitration, the parties or their designated representatives shall attempt to select an impartial arbitrator. Failing to do so, the Council, within fourteen (14) days of the request for arbitration, shall request the Employment Relations Board to submit a list of seven (7) arbitrators. As soon as the list has been received, the parties or their designated representatives shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike. Procedures, to which the parties mutually agree, can be used in lieu of striking from a list.

The arbitrator cannot add to, subtract from, modify or amend the terms of this Agreement. The decision of the arbitrator shall be binding on both parties.

The cost for services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the employer and the Council. Any other expenses incurred shall be paid by the party incurring same.

D. General Conditions

1. Grievances submitted at the first and second levels in writing shall contain at least the following information:
 - a. Name of grievant
 - b. Article or Section of the contract allegedly violated
 - c. Statement of the facts
 - d. Date action occurred on which grievance is based
 - e. Remedy sought
 - f. Signature of GBEA President
 - g. Signature of Building Grievance Representative
 - h. Signature of GBEA Negotiations Chairperson
 - i. UniServ Representative

2. The Council shall have the right to be present and to state the Council's view at all stages of the grievance procedure. If more than two (2) Council members are to be present at any meeting, the Council will give 24 hours' notice of that to the Director of Human Resources and the building principal.
3. Time limits provided in these procedures may be waived by mutual written agreement.
4. All documents, communications and records dealing with the processing of a grievance shall not be filed in the grievant's personnel file.
5. The time limits referred to in these procedures are considered to be maximums. Failure at any level of this procedure by the aggrieved or by the Council to process a grievance in the specified time limits or in accordance with procedures contained herein shall cause the grievance to be deemed abandoned.
6. When a grievance arises at a level above the principal or immediate supervisor, the GBEA Grievance Chairperson may submit, with the agreement of the Director of Human Resources, such grievance in writing to the Superintendent and the grievance shall be commenced at Level Two.
7. There shall be no restraint, interference, discrimination, or reprisal exerted on any employee concerned with the resolution of grievances.
8. Failure at any step of this procedure to communicate the decision on a grievance in writing within the specified time limit shall permit the grievant to proceed to the next step.
9. All parties shall cooperate in the investigation of a grievance and promptly supply any readily available relevant information or documents to the other party.

ARTICLE 7
COMPLAINT PROCEDURE

- A. If a complaint is made against a member, the administrator will meet with the member within seven (7) working days of its reception in order to resolve the complaint. If the complaint is not resolved through discussion, then the administrator will process the complaint in accordance with Article 7. However, complaints that are apparently resolved through this discussion may be referenced only in that same school year if a subsequent complaint demonstrates a pattern or practice of behavior.
- B. If an oral/or written complaint is made against a member to the administration, such complaint shall be processed under the following circumstances:
 - 1. If the administrator intends to make a record in the evaluation report of a complaint received concerning the member;
 - 2. If the administrator intends to place a record of such complaint in the member's personnel file.
- C. Pursuant to A above, a conference shall be held with the member within seven (7) working days after the complaint is made to the administration to apprise the member, in writing, of the nature and substance of the complaint. This timeline is to be extended the number of days a member or administrator is absent during the seven (7) days following the complaint. During this investigatory period regarding the allegation, the District will refrain from taking disciplinary action. However, a suspension with pay will not be considered to be a disciplinary action. If a criminal or child abuse investigation is under way, the District shall not proceed with a teacher conference until authorized by legal authorities.
- D. Any complaint which is not discussed within the required time shall not be considered in the member's evaluation, shall not be placed in his/her personnel file, and shall not be used against the member in any subsequent action by the District.
- E. If the complaint is placed in the member's personnel file, it shall include at least the following information: name of the member against whom the complaint is made, the date and nature of the complaint, and the names of the complainant. The member shall be supplied with a copy of the complaint.
- F. The member shall have the right to the Council representatives of his or her choice at all levels of this procedure. Members have protection under Article 4, including just cause, for all disciplinary actions.
- G. In processing a complaint, the administrator will withhold judgment until he/she has had an opportunity to listen to the member's response to the complaint. The administration may coordinate a meeting including the complainant and teacher if that is viewed by administration as a constructive step in resolving the matter.

- H. Any directive given to a member at the conclusion of the complaint process shall be given in writing and shall address specific expectations and any intended consequences of failure to comply with the written directive.
- I. A complaint included in an evaluation or personnel file in violation of the complaint procedure is grievable under Article 6, Grievance Procedure, up to and including binding arbitration as provided therein.

ARTICLE 8
CLASSROOM DISCIPLINE

A. The building principal will provide the member with a written classroom discipline procedure and a copy of the student rights and responsibilities code at the beginning of each school year. The building principal or designee will schedule a meeting annually with members to review building disciplinary standards and procedures to ensure appropriate support for building standards. Members shall adhere to the procedures.

B. Each member is expected to accept a share in the responsibility for the control and discipline of the students in the environment.

C. Referral Procedures

1. When in the judgment of a member, a student is by his/her behavior disrupting the instructional program to the detriment of other students, the member may send the student to the principal or designee. When the member requests, and the principal or designee concurs, a student may be detained for a set period of time before returning to the classroom.
2. When either the member or principal or designee requests, a conference will be scheduled not later than the conclusion of following school day to discuss the problem and to decide upon appropriate steps for resolution. The principal or designee may involve a parent in the conference if deemed necessary
3. Any member referring a student shall have provided within twenty-four (24) hours a signed copy of the report to the principal or designee, including a statement of facts, and a summary of conditions which led to the referral and steps taken by the member prior to the referral. The administrator or designee will provide a reasonable response to the referral within a reasonable period of time, ordinarily understood to be twenty-four (24) to forty-eight (48) hours.
4. When in the judgment of a member or administrator a student requires special help with his/her behavior, the member or administrator shall so inform the student assistance team, special education team or other appropriate group. Within one (1) week of referral, the appropriate team or group shall arrange a conference with the member and teacher(s) to discuss the problem and to decide upon appropriate steps for its resolution. If this conference does not occur, the administrator will provide what he/she deems to be appropriate resources and/or assistance until the meeting is held. Additional conferences may be held at the request of the member or administrator.

D. Seriously Disruptive Students

When a student is seriously disrupting the instructional program by engaging in physical or verbal abuse, intimidation, and/or interference with a member's performance of his or her duties, immediate action will be taken. The member shall be authorized to send the student to an administrator's office. Before readmittance to class, there may be an agreement finalized between the student, parent or guardian, administrator and the

member specifying the future behavior expectations of the student. If an agreement is not finalized prior to the student's readmittance to class, the principal or administrator will confer with the member about the matter within two (2) working days of the member's submission of the written referral. In addition, the services of the student assistance team or special education team or other appropriate group will be invoked in the manner stated in C4.

- E. In the event District administrators are aware of situations in which students being assigned to member(s) have had severe behavioral problems in the past that are likely to pose safety problems in the future, the District shall make a reasonable effort to keep those members informed of these facts unless prevented from doing so by the laws of confidentiality.
- F. No provision in this article will have the effect of denying any rights a student has under federal or state law and regulations.

ARTICLE 9
EVALUATION

- A. The primary purpose of evaluation shall be the improvement of instruction and the measurement of teaching effectiveness. To that end, the District and Council agree to promote the Professional Growth Model.
- B. The Professional Growth and Evaluation Handbook and its Addendum of January 6, 1998, shall govern evaluation procedures for the duration of this agreement unless changes and/or modifications to the Evaluation Handbook are developed by an Evaluation Committee and approved by the District. The Evaluation Committee will be comprised of up to five (5) members appointed by the GBEA Executive Council and up to five (5) members appointed by the District. The Evaluation Committee will forward its final draft to the District and Board for their review and approval. Modifications or changes in the Committee's draft, initiated by the District and/or Board, will be returned to the Committee for review and additional input prior to the final consideration and approval by the Board. The procedures and provisions in the Evaluation Handbook are binding in this article.
- C. Failure to follow the procedures in the Handbook is a grievable matter which may be processed up to and including arbitration, but the substance of the evaluation including content in a plan of improvement or program of assistance for improvement is not grievable or arbitrable.
- D. The District will provide copies of the Professional Growth and Evaluation Handbook with in-force addendums to all licensed new hires upon employment. Additional copies will be available through the District Office.
- E. All teachers will have the option of choosing the standard evaluation process as described by ORS 342.850.
- F. A teacher will be entitled to have a GBEA representative present during the development and implementation of a program of assistance for improvement. The District shall notify the OEA UniServ representative at the time the teacher declines representation and prior to the development of the program of assistance.

ARTICLE 10
POSITIONS, TRANSFERS AND VACANCIES

A. Definitions

1. "Open" shall mean a position which has been vacated and is no longer assigned to a member.
2. "New" shall mean a position which has been created to fulfill a district need and has not been assigned to a member prior to posting.
3. A "vacancy" is any open or new position that the district intends to fill.
4. A "temporary" position shall be defined for purposes of this article as a position that does not extend beyond one twelve (12) month period, unless the member was hired in the last ninety days of the school year and will teach for the following school year. If a temporary position is, or is to become a vacant position, such vacancy will be posted prior to June 1 and the vacancy shall be filled in accordance with the procedures of this article.

B. Voluntary Transfers

1. Member initiated transfers are those in which a member requests a transfer from one school to another, one subject area or grade level to another or to fill a position. Individual staff members may initiate a request for transfer in writing to the human resources office or their principal, whichever is appropriate, and may, if desired, consult with the administration regarding the requested change. Requests for transfers must be submitted by February 15, but may also be submitted any time an opening or vacancy is posted by the District.
2. If the member is qualified for the position sought, he/she will be entitled to an interview for that position. If more than five (5) members seek the same position, the District may use the criteria below to screen internal candidates so it is not obligated to interview more than five (5) individuals.
3. Any member denied a member-initiated transfer to an open or a vacant position will be notified in writing and given the reason(s) for the denial.
4. The District will use the criteria listed below to fill any position.
 - a. Instructional and licensing requirements
 - b. Service to the District (seniority)
 - c. Basic qualifications as included on the posting and other special training and skills as may be applicable.

C. District-Initiated Transfer

1. District initiated transfers are those in which the member is transferred from one school to another, one subject area or grade level to another or to fill a new or vacated position on the initiation of the District.
2. For the purpose of this Article, a subject area change in departmentalized middle and high schools is a change in position from one academic field to another. In non-departmentalized K-5 and middle schools, a subject area change is a change in grade level.

The following are examples of changes in subject or grade level:

- from English to science
- from social studies to English
- from math to science
- from first grade to third grade
- from a 2/3 blend to third grade
- from third grade to 2/3 blend

The following are not examples of change in subject or grade level:

- from English 1 to English 2
- from four periods of English/one period of math to one period of English/four periods of math
- from three periods of fine arts/two periods of science to two periods fine arts/three periods of science

3. The District will consider the criteria listed below when using a District-initiated transfer:
 - a. Instructional and licensing requirements
 - b. Service to the District (seniority)
 - c. Basic qualifications as included on the posting and other special training and skills as may be applicable

In addition, the District will also consider the length someone has worked in the current school and position, when the person was last transferred, where the person is in a looping sequence, and any professional change processes in which the member is already involved. District-initiated transfers shall not occur within the last two (2) years prior to retirement at unreduced PERS benefits, provided the member has given the district written notice of retirement effective that date or sooner.

4. Notice of District-initiated transfer shall be given to the members of the bargaining unit at least thirty (30) days before the date of the transfer, except in cases of extreme emergency.
5. A member who is transferred at District initiative will be extended the opportunity for a meeting with the superintendent, the appropriate building administrators and, at the member's option, the grievance rep, UniServ rep and other Council officials. The member will have the opportunity to make known his/her wishes in

regard to the transfer. If, after the meeting, the member is to be transferred against his/her will, he will receive an additional six (6) hours of tuition reimbursement so long as it is taken in the year of transfer or during the summers preceding and following the year of transfer and is related to the member's new assignment and responsibilities. (In this case the member is not entitled to additional reimbursement under the conditional assignment article.) A member who is transferred between schools at any time except upon return from an unpaid leave under Article 15 (G) or transferred to another grade level or subject area during the school year or notified of such a transfer during the summer will receive two additional days of compensation for his/her assistance.

6. When a member of the bargaining unit is to be transferred at District initiative to another school, the member may visit the new school prior to the actual transfer. The District will, at its cost, move the member's instructional and personal materials and supplies to the new assignment.

D. Posting and Filling Positions Governed by this Contract

All positions governed by the contents of this contract, including extra duty positions, will be posted according to the guidelines outlined below. A posting will carry the basic qualifications, special training and skills needed for the position.

1. All vacancies within a particular building will be posted within that building for (5) working days. After the work year has started in the fall, in order to adjust staffing due to enrollment fluctuations, the posting requirement is two (2) days. Qualified members who apply or have a request for member-initiated transfer on file will be interviewed for any job posted within their building. In the case of multiple applicants, the number of interviews may be narrowed to five.
2. If the position is still open, the position will then be posted for five (5) working days in each building throughout the District. Qualified members who apply or have a member-initiated request for transfer on file will be interviewed for any job posted within the District. In the case of multiple applicants, the number of interviews may be narrowed to five.
3. During the summer, the District will notify those members who have a written transfer request on file in the District office of any vacancy which matches their request. Such members will have seven (7) business days from date of notification (either telephone contact or date letter sent) to apply for the vacancy. For vacancies that occur between August 1 and the end of the school year, and that will not extend beyond that school year, the District shall not be required to follow the posting requirements of this article.
4. Should the District need to replace a member unable to complete an extra duty position, the District may employ a replacement temporarily in the position while undertaking the recruitment and selections procedures.
5. A copy of all positions posted during the summer will be sent via first class U. S. mail and e-mail to members in the building in which the position is open who

have provided their principal with written notice that they are interested in another position.

E. Subject & Room Assignment

Subject and room assignments will be made for the members of the bargaining unit ten (10) days prior to the start of the school year and/or second semester or as soon thereafter as reasonable, subject to procedural limitations. Members may make suggestions for revision in subject and room assignments. Any member notified of a change in subject matter, room assignment, or addition of a new class/different subject matter requiring additional preparation, less than ten (10) days prior to the start of a new semester will be given, at the member's choice, two (2) days' extra preparation release time or (2) two days' per diem pay to prepare for the new assignment.

ARTICLE 11
REDUCTION IN FORCE

A. Reduction Procedure

The District shall determine when a reduction in force is necessary and which programs will be affected. However, the District agrees that such layoffs shall be implemented in accordance with the following procedures. When the Board determines that a reduction in staff is necessary, it shall, forty (40) days prior to the effective date of layoff, (the first day that the member would have been scheduled to, but does not, work as a result of the layoff) provide the Council a layoff list. The superintendent will also then provide a list showing the seniority and endorsements/licenses of each unit member. Affected members shall be notified, in writing, at least thirty (30) days prior to the effective day of layoff. In the event of school closure due to lack of funds, however, the notice shall be twenty (20) calendar days in advance to the Council and ten (10) calendar days to the member. In the event of a necessary layoff, the District and GBEA will work together to develop options that may reduce the impact upon members of a department or staff. The District will offer the opportunity for unit members who would not otherwise be laid off to voluntarily apply for a one (1) year unpaid leave of absence. Upon written request, such unpaid leave may be extended for an additional year providing the layoff conditions remain in effect.

The following criteria shall be applied in determining which members shall be retained:

1. The member must be properly licensed (endorsed) to teach the curriculum area or program being retained.
2. The most senior members in the District who are competent will be retained. Competence shall be defined as the ability to teach a subject or grade level based on recent (within the last five years) teaching experience related to that subject or grade level or based on recent (within last five years) training and/or educational attainment related to that subject or grade level, but not based solely on the proper license(s) and endorsements the member holds. Grade level shall mean grade levels K-8, special services/life skills, ESL, or 5-12. Members who do not qualify as competent for a position for which they seek to be retained may nevertheless qualify as competent if they are willing to complete training applicable to that subject or grade level. The amount of required training should commence either prior to the start of the new assignment or within the first academic term of the new assignment.

If the member asserts that he/she is competent based upon recent (within the last five years) training or wishes to be retained in a position(s) where he/she is not deemed to be competent, the District and the teacher (who has a right to have a representative present) shall review the member's training and experience to that date and determine the program, if any, that would fulfill the training requirement. Training programs may include college coursework, workshops, work with the Dept. Chair, program visitations, or mentoring. Consultation with officials from appropriate university and college training programs as well as TSPC may be sought to help answer questions about

training programs. If an agreement cannot be reached, the District will provide final notification of the training to be required. The member will either accept the training as a condition of accepting the position or will decline and thus be laid off. The required training shall not include more than six credit hours of coursework in any one fiscal year with tuition being paid under the procedures described in sections I and J of Article 20. In addition to these six extra district-paid credit hours, a member may use his/her allotted tuition reimbursement hours to complete the required coursework and may request from the district advancement of tuition credit hours from a subsequent year if necessary to complete this training. All credit hours accumulated as a result of retraining may be used for salary advancement.

3. Seniority shall be determined from the first date of actual service for required duties in a regular position. Service in an athletic or activity position, or one in which trade time (not compensatory time) was exercised, shall not be counted as first date of service. Members who were under contract (as distinct from an employee agreement) in a temporary position (as distinct from a regular employee contract) and were then employed in a regular position without a break in service shall be allowed to have seniority begin from the first day of actual service in that contracted temporary position. Approved leaves of absence will not be considered as interruptions in service, and the actual year of leave will be counted as a year of service. Seniority is retained if a severance of employment and a break in service are due to layoff. If two or more members are found to have equal seniority and competence, the member to be laid off will be determined by lot.

B. Recall Procedure

1. The definition for the date of layoff shall be the last day of actual service in the contract year, not counting days in an athletic, department chair, or other extended contract assignment. Members who arrange to trade the last day of actual service at the end of the year for a later date shall not be considered to have a layoff date later than the regularly scheduled last date of actual service.
2. Members shall be recalled by reverse order of layoff to positions they are qualified or deemed competent to fill when an opening occurs in the license group(s) from which they were laid off, if they held at the time of lay off the proper endorsement(s) and license(s) and are deemed competent according to criteria in A-2.
3. Notice of recall shall be sent via certified mail to the last address given to the office of human resources by the member. A member shall have ten (10) days from the date notice of recall was mailed to the last known address to notify the District of his/her intent to return. The member must report on the starting date specified by the District, provided the reporting date is at least twenty (20) calendar days from the date the notice of recall was received. A member who has been laid off may refuse one(1) job offer without loss of recall rights. Failure to notify the District of intent to return or to return to work within the time limits shall be considered the resignation of said member.

4. Members who are laid off from the District shall be eligible for recall as outlined above for a period of twenty-seven (27) months after the effective date of their layoff unless they:
 - a. Resign. In such event, a written resignation shall be sent to the District.
 - b. Fail to return when recalled as described above.
5. Members recalled according to contract language shall not be considered involuntarily transferred.

C. Layoff Benefits

1. The member who is laid off will receive all months of pre-paid insurance due him/her at the time of layoff. The member is eligible for COBRA health coverage as per Article 29-H.
2. All benefits to which a member was entitled at the time of his/her layoff and to which members are currently entitled will be restored upon his/her 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.
3. Notwithstanding any other provision in the Agreement, no vacancy in the new or former bargaining unit position will be filled until the procedures in this Article have been complied with.

ARTICLE 12
CONDITIONAL ASSIGNMENT

- A. Conditional Assignment Permits in teaching are required under the following circumstances:
1. for a teaching assignment at any unauthorized level regardless of the number of hours;
 2. for a teaching assignment that is more than ten (10) hours weekly outside of the licensed endorsements(s);
 3. for a teaching assignment for more than one (1) unendorsed specialty regardless of the number of hours.

Assignments that do not fall into one of these categories do not need to be reported to the commission unless future TSPC rulings make them mandatory for reporting.

- B. The District agrees to notify a member as soon as the decision has been made by TSPC that he/she is considered to be conditionally assigned. This is a three (3) year notice to satisfy endorsement requirements. The member may elect to satisfy the TSPC requirements for endorsement or to take coursework during the summer before school opens and/or during the school year of the conditional assignment in order to work toward endorsement.
- C. By May 1 of each subsequent year that a conditional assignment continues, the District agrees to notify the member if the conditional assignment is to continue for a second year. The member must then satisfy the TSPC requirement under OAR 584-060-0081 to continue teaching in that conditional assignment.
- D. The District will pay tuition at a rate not to exceed the rate of the Portland State University resident graduate tuition in effect at the time the course is taken for up to nine (9) hours per year, provided that it is required by the conditional assignment, in addition to the hours provided in Article 20, until the recertification is earned or the conditional assignment permit ends. If the member chooses to remedy a conditional assignment by taking an N.T.E. exam, the District will pay the cost of one (1) test per year.
- E. Members who fail to meet TSPC requirements for licensure in their present assignment, thereby creating a conditional assignment, shall not be entitled to the provisions in this article. However, the District shall send a notice ninety (90) days prior to the due date for his/her licensure reminding the member of this timeline.

ARTICLE 13
SICK LEAVE

A. Sick Leave

1. Leaves of absence for extended illness or accident will not be considered a disruption in consecutive service.
2. A total of ten (10) full working days per year, with full pay, shall be allowed each full-time member as current annual sick leave. The ten (10) days will be prorated for part-time members. The ten days will be pro-rated for members whose service begins after the start of the contract year. Such current sick leave shall accrue to the member on July 1 of each school year upon date of employment, and members shall be allowed unlimited accumulation of sick leave.
3. Retirees shall receive sick leave benefits consistent with the language in Article I of this agreement.
4. Members on extended contracts, in addition to the ten (10) days of sick leave per year, shall receive an additional sick leave day for each additional eighteen (18) days worked, not to exceed twelve (12) sick leave days accrued per year.
5. When a principal believes a member is showing a questionable pattern of absences, the member shall, at the request of the principal, provide an explanation about the pattern. If the pattern continues, verification from the member's treating health care professional supporting the explanation about the pattern of absences may be required from the member.

A granting of sick leave in excess of five (5) consecutive days of absence may be verified, at the District's discretion, by a written statement from the member's attending physician or practitioner that injury or illness prevents the member from working. If the absence is extended over successive pay periods, these verifications must be submitted on a regular monthly basis, or worded by the physician in such a way as to indicate the length of absence. Those individuals, who for religious reasons do not employ the services of a medical physician, shall furnish such other proof as may be required by the employer.

6. On or before October 1 of each new school year, each member shall receive a statement of accumulated sick leave days.
7. When a member has exhausted allotted sick leave days, the member will lose only the amount of salary that the employer would have to pay a substitute member whether or not a substitute is actually required. These costs are limited to salary, FICA, Workman's Compensation, PERS contribution from management and unemployment. This allotment is not to exceed ten (10) days.
8. The District shall compensate a retiring member by allocating his/her accumulated unused sick leave as provided in Oregon Revised Statutes.

9. A member whose contract begins after June 30, 1992, shall, upon proper verification, be allowed to transfer in all accumulated sick leave from the most recent employing Oregon District. The transfer of additional unused sick leave earned in other Oregon Districts shall also be accepted upon member verification to the satisfaction of this District. The transfer of all sick leave into this District shall not be effective until the member has completed thirty (30) working days in this District.

B. Injury Leave

If an absence is necessary because of injury incurred while performing his/her regular duties, the member of the bargaining unit shall be granted up to his or her accumulated sick leave with full pay and benefits. The member may at his/her option return the payment received from worker's compensation insurance to the District and have a pro rata amount of sick leave returned to his/her sick leave account balance or retain the payment received and not have such sick leave restored to his/her account balance. The combination of worker's compensation benefits and paid sick leave cannot exceed the member's regular compensation.

C. Sick Leave Bank

1. On or before October 31 of each year, each member may contribute an initial four (4) hours of his/her accumulated sick leave to a common bank. Further yearly contributions shall be limited to the number of days necessary to bring the bank to a level of one (1) per member of the bank. Such contributions are irrevocable. Participation in the bank shall be voluntary. Members who have not participated previously shall be permitted to contribute during annual open enrollment periods.
2. Criteria to grant leaves from the Sick Leave Bank:
 - a. The member must have used all his/her accumulated sick leave.
 - b. The member has also used the ten (10) days in which the member will lose only the amount of salary that the employer would have to pay a substitute as written in Article 13, A.6.
 - c. The member must obtain a doctor's (M.D. or D.O.) statement verifying that a debilitating illness or injury exists which prevents the member from performing the duties of his/her job for more than ten (10) days.
 - d. There must be sufficient days in the Sick Leave Bank to cover the request.
 - e. A member is limited to receiving sixty-five (65) full or partial days during a twelve (12)-month period from the sick leave bank.
 - f. District records show that the member has exhausted his/her accumulated sick leave, personal leave and extended sick leave provisions of the article 13, A.6.
 - g. The member is not absent due to a parental leave, nor eligible for lost time compensation under worker's compensation. If the member is eligible under PERS disability or the District's long term disability insurance, the member may access only partial sick leave days up to sixty-five (65) such days, such that the total of sick leave and disability payments does not exceed the member's normal daily rate, unless

accessing the sick leave bank would result in a reduction in disability payments.

3. If the request is approved, the Committee shall notify the District office, and subsequent days of absence due to the illness or injury, including the first 10 (10) days of illness or injury, if the member's accumulated sick leave was not available for those days, will be charged to the bank until further notice.

4. Procedures for Committee Members:

Grants from the Bank will be determined by the Sick Leave Committee. This Committee will be comprised of three (3) licensed staff members appointed by the representative council of the GBEA. Members who wish to apply for sick leave bank benefits should contact the president of the Gresham-Barlow Education Association (GBEA). Inquiries to the Human Resources Office shall be referred to the president of the GBEA.

D. Records

The District shall keep accurate records of leave accumulated by the Bank and of sick leave used by the Bank. These records shall be available at all times for review by the committee members and the Council. Annually the District shall notify the Council in writing of the accumulated days and days charged to the bank that school year.

ARTICLE 14
PAID LEAVES

A. Personal Leave

1. When a member is absent because of emergencies or personal business that cannot be conducted outside the regular workday, and the absence is not covered by any other leave, the employer will allow the member up to three (3) days of personal leave, per year, non-accumulative, with the member to be paid his/her daily pay.
2. Personal leave days may not be used for legal leave or professional leave purposes.
3. Personal leave cannot be used for recreational or leisure leave activities or to work for another employer, nor to extend a holiday or vacation. Personal leave can be used before and/or after a holiday or vacation, provided that the leave days are used for emergencies or personal business. The District reserves the right to require verification of such use by the member if the member has previously used personal leave before and/or after vacations or holidays, or if the district has documented a previous misuse of personal leave by the member.
4. Requests for personal leave will be given to the principal or other immediate supervisor at least twenty-four (24) hours in advance of taking the leave whenever possible.
5. In the event that more than seven hundred (700) days are used by members of the bargaining unit in one year, to include personal or emergency leave under sections A and E, the number of days specified in Paragraph A-1 will be reduced from three (3) to two (2) days per member in the following year(s).
6. The personal leave pool of seven hundred (700) days begins in 1998-99.

B. Bereavement Leave

1. The member of the bargaining unit who is absent because of death in his/her immediate family or household shall be permitted an absence of up to five (5) days with pay.
2. "Immediate Family" (to include in-law and step-relatives) shall be interpreted to mean spouse, children, parents, grandparents, siblings, or grandchildren. It shall also include any other persons who are members of the member's household or who are dependent upon the member for a major portion of their support. In any instance not covered in this definition, when unusual circumstances indicate, a written application may be made by the member to the Director of Human Resources and may be approved on a case by case basis.

C. Funeral Leave

The member of the bargaining unit shall be permitted an absence of up to eight (8) hours, per year with pay, to attend the funeral of a friend or relative. When a substitute is required, an employee must take either a half or full day, consistent with the Substitute Management System. If a sub is not required, the employee must take the leave in blocks of not less than two (2) hours.

D. Family Illness/Injury Leave

1. Any member may request up to five (5) days' leave per year and the superintendent may grant such leave for illness or injury of a member of the member's immediate family. Immediate family shall be defined as: spouse, children, parents, mother- and father-in-law, grandchildren, grandparents, step children, step parents, siblings, and others living in the household.
2. The District reserves the right to require medical verification if it determines such verification is needed to establish the fact of family illness/injury.
3. In the event emergency conditions arise, an extension of this leave, may be granted by the superintendent as determined upon individual merit.

E. Emergency Leave

Each member shall be eligible for emergency leave with pay and may be granted such leave upon approval of the superintendent. The district may use a person's absence history and historical use of personal leave as factors in granting emergency leave with pay. No emergency leave will be approved until applicable paid leaves have been exhausted. Upon denial of this leave, reasons shall be furnished upon request of the member within one (1) week.

F. Excused Absence

Excused absence with pay, occasioned by inability to reach the place of employment because of flood, storm, terrorism, crisis and acts of nature, may be granted when, in the judgment of the superintendent, every reasonable effort has been made to anticipate such an emergency and to make the necessary arrangements to be available for work.

G. Parental Leave

In accordance with federal and state law a member shall be allowed to take up to twelve (12) weeks of parental leave. Such entitlement shall begin on the date of birth of the child or on the date of taking of physical custody of the newly adopted child. A member, at his/her discretion, shall be entitled to utilize any accrued sick leave or other compensatory leave, paid or unpaid, during the parental leave as allowed by law. Extended sick leave provisions are not eligible to a member receiving parental leave. The District shall not require the member seeking parental leave to utilize any accrued leave during the parental leave.

A member shall give the District at least thirty (30) days' written notice in advance of the anticipated delivery, stating the dates the member intends to take parental leave. The member shall adhere to the dates in the notice unless unanticipated circumstances necessitate a change.

H. Professional Leave

Members may attend educational meetings and/or activities during school time without loss of pay or other privileges if the importance of the meeting is agreed upon by the District. The educational meeting must mutually benefit the member and the District.

I. Jury Duty Leave

If a member is summoned to serve on a jury, the employer shall grant the member permission to serve, without loss of his regular salary, provided that if the member receives a fee for these services, the fee shall be submitted to the District business office. The member shall retain all monies collected for mileage and expenses while on jury duty.

J. Military Leave With Pay

All periods of annual active duty for training as a member of the National Guard, National Guard Reserve, or of any reserve component of the Armed Forces shall be in accordance with ORS 408.290.

K. Legal Leave

1. The District will grant up to three (3) days of a legal leave with full pay in the event a member is subpoenaed or summoned to appear in a legal proceeding in which the member is not the plaintiff.
2. The member will give as much advance notice as possible of intended use of legal leave and will provide the district human resources office with a copy of the subpoena or summons.

L. Sabbatical Leave (moratorium during life of contract)

1. A minimum of five (5) years' experience within the District shall be required. However, a member with special certification needs may apply after three (3) years' experience within the District.
2. Application forms shall be available through the office of the superintendent. Requests for sabbatical leave shall be made to the superintendent for approval by the Board ninety (90) days prior to the proposed leave.
3. A member on sabbatical leave will not forfeit any privileges under the retirement law, insurance benefits, salary increment or sick leave to which he or she would be entitled if in continuous service. Regular payroll deductions for retirement, taxes, etc., shall be made from the salary granted the member. Matching

contributions to the retirement fund by the employer will be made. The name of the person on sabbatical leave will be retained on the District payroll records and the absentee shall keep the payroll clerk advised as to where the monthly checks are to be forwarded.

4. Applications shall be accompanied by a written specific planned program of study.
 - a. An affidavit will be signed by the applicant promising to return to the District and to work three (3) times the amount of time taken for the leave. A one (1) term leave would require three (3) terms of service.
 - b. The salary advanced in a standard contract year by the employer during the term(s) of the leave will be considered an interest-free loan. Said loan shall be canceled after repayment of service. Repayment of the above loan must be repaid on a pro-rated basis if subsequent service is not fulfilled (interest at PTCU rates),
 - c. Procedures for distribution of benefits in the event of death of the individual on sabbatical leave will be the same as if he were on active assignment. In case of injury or other illness to the member during the leave, which prevents completing purpose of leave, the sabbatical leave will be terminated and all provisions for accrued sick leave will apply. These provisions will take effect on the first day following notification of illness to the District, verified by a medical report. After illness or injury as described above, upon release by appropriate medical authorities, the member will be, when possible, returned to regular duty for the remainder of the school year or shall be reinstated on sabbatical leave.
 - d. An official transcript indicating satisfactory completion of courses for which the leave was granted shall be given to the District within a reasonable time following termination of leave.
 - e. A staff member on said leave must be enrolled for not less than twelve (12) graduate hours, or the corresponding hours on a semester basis. Exceptions to the above must be approved by the superintendent.
 - f. A staff member on said leave shall receive the stipend under this policy from the employer and will be entitled to employer tuition reimbursement.
 - g. If evidence has been obtained that a member on said leave is not fulfilling the purpose for which the leave was granted, it shall be reported to the superintendent and the Board may terminate the leave. The member shall be given an opportunity to be heard by the Board regarding the alleged abuse.
 - h. Status upon return from sabbatical leave: The District shall reassign the member to his former position in the school in which he taught at the time the leave commenced. If such position has been eliminated, the member will be reassigned to a similar position.

5. Sabbatical leave salary shall be computed as two-thirds (2/3) of the member's daily wage for each contracted day the member is in college. The amount shall not be less than two-thirds (2/3) of the member's current monthly salary. If any stipend is provided, the monthly salary allowance plus stipend shall not exceed the amount of the regular monthly salary which the member would have received if they had not been on sabbatical leave. If the said leave is for one (1) term, the member would be paid the amount above for each month of the leave. If for more than one (1) term, it would still be computed on a daily wage as above.
6. No more than three (3) members may be on sabbatical leave at any one time. The District will not deny sabbatical leave requests solely on the basis of budget or revenue resource limitations but in the event of a budgetary crisis resulting in a reduction of bargaining unit personnel through layoffs, the District may rescind or cancel approved sabbatical leave requests, unless the member has actually begun the leave. In situations where an approved sabbatical leave request is rescinded or canceled, the District will reimburse the member for incidental expenses already incurred by the member in reliance upon the approval. Before doing so, however, the District will meet and confer with Council representatives.
7. Council agrees to a moratorium on the use of sabbatical leave for the term of this agreement.

ARTICLE 15
UNPAID LEAVES

A. Provisions for All Unpaid Leaves

1. A member returning to the District after a leave without pay will receive all accumulated benefits to which other members are entitled and will be reassigned to the same or similar position in the same school and division(s), except that he/she will be subject to the same staff reduction and reassignment policies and procedures as other members during the duration of the leave in accordance with Articles 10 and 11.
2. Notification of intent to return to active employment the next school year or written request to extend the leave for the following school year must be sent to the human resource office by March 1. A request to extend a leave that is received after March 1 will be forwarded to the superintendent.
3. A member of the bargaining unit on an unpaid leave of absence may continue District insurance plans at member expense, subject to carrier limitations.
4. An unpaid leave shall not be considered a break in service.

B. Association Leave

The District shall grant a two (2) year unpaid leave of absence to any member elected to one of the five major executive positions in the OEA or one of the five major executive positions in the NEA. Extensions up to two (2) additional years for a member continuing to serve in this capacity may be approved by the District upon request by the Council. The Council shall provide the District with a list of those positions. Request for such leave shall be made at the time a member accepts nomination of one of those positions. No less than six (6) months prior to the conclusion of the member's term of office, he/she shall notify the District in writing of his/her intention to return to the bargaining unit at the conclusion of his/her term in office.

C. Council Leave

A leave of absence of up to one (1) year shall be granted to any member upon written application for the purpose of serving as an officer of the Council or on its staff.

D. Family and Medical Leave

1. A leave of absence without pay shall be granted to members upon request of the member, for up to one (1) year and in accordance with FMLA/OFLA regulations for the following reasons:
 - a. to care for the employee's child after birth, or placement for adoption or foster care;

- b. to care for the employee's spouse, son, daughter, or parent, who has a serious health condition; or
 - c. for a serious health condition that makes the employee unable to perform the employee's job
- 2. The member may take leave or make his/her resignation effective at any time. The member shall give the employer written notice at least thirty (30) days prior to leaving, except in extenuating circumstances.
- 3. In that notice, the member must inform the employer in writing of his/her intention to do one of the following:
 - a. Return for the balance of the school year: a member on said leave should give the supervisor notice of returning date at least four (4) weeks prior to returning.
 - b. Return the following school year: a member on said leave desiring to return to service during the next school year shall notify the superintendent in writing by March 1, stating a desire to return.
- 4. Failure of a member to return on the date provided to the district, or to make alternate arrangements with the district, consistent with (a) and (b) above, shall be considered a resignation from service.

E. Military Leave

Military leave without pay shall be granted in accordance with Oregon Revised Statutes.

F. Other Unpaid Leaves

- 1. Leaves of absence without pay are granted at the discretion of the district and may be granted by the superintendent or designee for the following reasons:
 - a. approved study
 - b. approved travel
 - c. teaching experience
 - d. health/medical
 - e. professional experience
 - f. political activity
 - g. religious activity
- 2. In order to receive consideration by the superintendent or designee the following conditions must be met:
 - a. Request for leave must be submitted in writing to the superintendent or designee on or before March 1 of the school year prior to the school year for which the leave is requested. Unpaid leave requests submitted after March 1 will be forwarded to the superintendent or designee for consideration.

- b. The request shall include the reason for the leave, the date the leave is proposed to commence, and the date the member would resume his/her duties. In the case of leave requests for study, travel, teaching or professional experiences, proposed plans of activities and goals should be included.
3. A member of the bargaining unit returning to the District after a year of leave without pay will be granted an increment of salary if the member and district have mutually agreed, prior to the commencement of leave, that credit will be given for the year in which the member was absent.

G. Short Term Leave (More Than Ten (10) Days)

1. A member wanting to secure an unpaid leave of absence for a period of more than ten (10) consecutive teaching days, but less than one year shall request the leave in writing, to the human resources office, at least sixty (60) days in advance of the effective date of leave. This advance notification may be waived by the superintendent or designee based upon individual circumstances.
2. If the member is authorized to take a leave of absence without pay, that member will have deducted, in addition to his/her daily rate of pay, 1/365, of the annual insurance benefit specified in Article 29 for each day of leave.
3. Any extension of an unpaid leave must be submitted as early as the need is known, but for leaves granted for longer than sixty (60) working days, the leave extension must be submitted to the superintendent, in writing, at least thirty (30) calendar days prior to the end of the original leave.

H. Short Term Leave (Ten (10) Days or Less)

1. A member wanting to secure an unpaid leave of absence for a period of ten (10) days or less shall request the leave in writing, to the human resources office, at least five (5) days in advance of the effective date of leave. This advance notification may be waived by the human resources director based upon individual circumstances.
2. If the member is authorized to take a leave of absence without pay, that member will have deducted, in addition to his/her daily rate of pay, 1/365 of the annual insurance benefit specified in Article 29 for each day of leave.
3. The superintendent or director of human resources may, at his/her discretion, authorize additional short term leaves (ten (10) days or less).

ARTICLE 16
SITE COUNCIL

- A. Site councils shall be established and maintained at each school in conformance with state statutes and regulations. The duties of the school site council, as prescribed in ORS 329.704, shall be reviewed at the first site council meeting of the new school year. The principal or designee shall distribute a copy of ORS 329.704 to each member at the first meeting.
- B. A site council, in reaching decisions on matters within its responsibilities, shall not alter, amend or modify the Agreement.
- C. The site school council shall be composed of members, building administrators, classified employees, and parents or guardians of children attending the school, and the council may appoint representative(s) from the community at large. Members of each site school council not appointed by the site council shall be selected by direct secret ballot election of peers.
- D. Actions and decisions of the council will be in accordance with law, existing board policies and applicable collective bargaining agreements. Unit members on site councils shall be given copies of the site budget and other public documents upon request.
- E. Site council members who must work outside of the regular workday shall be compensated at the hourly rate of \$25.00 per hour, up to a total of forty (40) hours paid time. Without such payment, a council member will not be scheduled to do any work outside the regular workday unless the member individually agrees to such an arrangement.
- F. The participation or non-participation of members in a site council shall not be considered a subject for any unfavorable evaluation of member performance. No member shall be subject to discipline or dismissal as a result of participation or non-participation on a site council. Participation shall be voluntary.

ARTICLE 17
MANAGEMENT RIGHTS

- A. It is recognized that the employer has and will continue to retain the rights and responsibilities to operate and manage the school system and its programs, facilities, properties and activities of its members except as limited by this Agreement.
- B. Without limiting the generality of the foregoing (Paragraph A) it is expressly recognized that the employer's operation and managerial responsibility includes:
1. The right to determine location of the school and other facilities of the school system.
 2. The determination of the financial policies of the District, including the general accounting procedures, inventory of supplies and equipment procedures and public relations.
 3. The determination of the management, supervisory or administrative organization of each school or facility in the system and the selection of members for promotion to supervisory, management or administrative positions.
 4. The maintenance, control and use of the school system properties and facilities.
 5. The determination of safety, health, and property protection where legal responsibility of the employer or other governmental unit is involved.
 6. The right to enforce policies, rules and regulations now in effect and to establish new policies, rules and regulations from time to time not in conflict with this Agreement.
 7. The direction and arrangement of all the working forces in the system, including the right to hire, suspend, discharge or discipline members and the creation, combination, modification or elimination of any teaching position.
 8. The determination of the size of the working force, the allocation and assignment of work to members (except that the District agrees not to assign a bargaining unit member to evaluate another licensed member), the determination of policies affecting the selection of employees, and the establishment of quality standards and judgment of employee performance.
 9. The approval and authorization of the processes, techniques, methods and means of teaching, and the subjects to be taught.
 10. The right to schedule classes and assign workloads and to approve and authorize textbooks, teaching aids and materials.
- C. Nothing in the agreement shall limit in any way the employer's contracting or subcontracting work or shall require the employer to continue in existence any of its present programs in its present form and/or location or on any other basis.

Note: Section C does not apply to employer rights at the high schools; Section C only applies to grade schools and middle schools.

D. The management rights enumerated herein shall be subject to the other terms of this Agreement.

ARTICLE 18
SAFE WORKING CONDITIONS

- A. The District will provide a safe and healthful working environment by complying with state and federal laws and regulations pertaining to workplace safety. In the event District administrators are aware of situations where members are likely to be exposed to serious, contagious diseases and illnesses, or environmental hazards, the District shall make a reasonable effort to inform members likely to be exposed of their knowledge unless confidentiality laws prevent it from doing so.
- B. In the event District administrators are aware of situations in which students being assigned to members have had severe behavioral problems in the past that are likely to pose safety problems in the future, the District shall make a reasonable effort to keep those members informed of these facts unless prevented from doing so by the laws of confidentiality.
- C. District administration and GBEA Executive Board representatives will meet at least quarterly to address members' workplace safety concerns. A Safety Committee shall exist at every building site consistent with state and federal statutes.
- D. Members whose personal property is stolen or vandalized while on school premises may submit a claim for restitution or repair costs. Such submission shall be after the member has submitted the matter to his/her own insurance company. The amount of the district restitution will be limited to the deductible amount for the member's own insurance. Determinations as to the amount of restitution or repair will be determined on a case-by-case basis by the administration.
- E. Upon request, or as required, by an individual member, the district will provide information about disability or workers' compensation claims and procedures. However, the district will not offer advice on the merits of the claim, nor will the district assist in the completion of the member or physician required documents.

ARTICLE 19
REQUIRED WORKSHOPS

When the District requires member participation in training or workshops such as, but not limited to, those for bloodborne pathogens and first aid, the District will pay the fees for that training as well as paying each member his/her personal hourly rate of pay for the time required beyond the regular eight (8) hour workday. Should a member have permission from their principal not to attend a required workshop, they will be responsible for making arrangements to receive the training in question through an alternative method without compensation, and will be responsible for the cost of obtaining the required training and will not be eligible for reimbursement.

ARTICLE 20
TUITION REIMBURSEMENT

- A. Each full time member will be eligible for up to six (6) quarter credits of tuition reimbursement annually. Over the life of the contract, up to nine (9) hours may be accumulated to be used within one fiscal year. Hours will be credited in the fiscal year in which the tuition payment or reimbursement is made. A member who resigns or whose employment has been terminated (excluding members who are laid off) will not receive tuition reimbursement for the summer of that calendar year. Members who work less than full time will have tuition benefits prorated.
- B. Tuition reimbursement shall be up to the Portland State University graduate rates. Classes taken at other institutions at higher rates will be reimbursed as if the classes were taken at Portland State University.
- C. In addition to the credits allowed in Section A, members may be granted up to nine (9) additional hours over the life of this agreement for course work in District-identified needs or special projects (programs). Courses that extend beyond a quarter may be approved by the district. A member who receives an incomplete in a course must request an extension from the district.
- D. Correspondence, distance learning or video-tape/workbook courses will be permissible for tuition prepayment/reimbursement and for salary advancement only if approved by the District prior to course registration.
- E. A member receiving tuition reimbursement shall be entitled to both employer reimbursement and veteran's benefits.
- F. District Paid

If a member wishes to have prepaid tuition, the member must obtain approval from the District at least five (5) business days in advance of the regular college registration or workshop or conference held on non-contract time for which credit is approved. Verification of completion of the course shall be by grade slip submitted to the director of human resources. If such verification is not submitted within thirty (30) days of the end of the term in which the course was taken, the amount of the tuition prepayment may be deducted from the member's next paycheck. Members who are delinquent in submitting grade slips will not be eligible for prepaid tuition for the duration of the contract.

- G. Member Paid

If a member pays tuition directly, and expects reimbursement for that payment, the member must submit to the director of human resources proof of payment and a grade slip showing successful completion of the course, within thirty (30) days of the end of the term in which the course was taken. Reimbursement will be made within fifteen (15) District business days of such submission.

- H. The district may, at its discretion, extend tuition-reimbursed credit hours for members undertaking courses of study in shortage areas or in areas addressing district/school goals.
- I. Initial placement and subsequent movement across the salary schedule will be based on college/District credit hours earned subsequent to the bachelor's degree and approved in writing by the school administrator and director of human resources prior to enrollment in the course. The college credit hours must be at the graduate level taken for credit and a grade (not for pass/no pass unless a practicum course) unless otherwise approved by the District. However, a member may choose a pass/no pass option for foreign language and/or computer courses at the graduate or under graduate level.
- J. It is the member's obligation to request advancement from the human resources office, in writing, when he/she believes sufficient credit hours have been earned to qualify for it. The member is responsible for providing a current transcript or grade slips documenting the earned credit hours. Credit hours earned during paid contract time may be used for salary advancement purposes if approved by the District but are not eligible under tuition reimbursement.
- K. For purposes of movement on the salary schedule, previously approved college credit hours earned by the end of summer term shall apply effective the beginning of the next school year, with proof of successful course completion to be received by September 10. Previously approved credit hours earned between September 1 and January 1 of a school year shall be effective on January 1 of that school year on a pro-rata basis with proof of successful course completion to be received by January 10.
- L. In order to be approved for salary advancement, for prepayment, or for reimbursement, the course must have application to the member's assignments, licensure, or support the member's professional growth goal(s) or the district's or school's goals. Any course(s) that a member is taking for salary advancement, prepayment, and/or tuition reimbursement must be pre-approved.

ARTICLE 21
TRAVEL

- A. Authorized expenses shall be paid to the member of the bargaining unit. The member, with the approval of his/her department chairman or immediate supervisor, will submit, for approval, a statement of purpose and anticipated expenses to his/her building principal at least five (5) days prior to the trip. In cases in which local travel responsibilities are frequently required by the District, the member may seek from the building principal a blanket permission for mileage to be incurred.
- B. Authorized expenses for mileage will be compensated at the prevailing IRS rate. Other authorized expenditures, such as lodging and food, arising from participation in professional activities will be reimbursed by the District.
- C. All members of the bargaining unit will be provided Comprehensive Liability Coverage under the District's policy. This coverage will apply to any member of the bargaining unit who is traveling on approved school District business. The District policy will be secondary coverage to any policy held by the member. However, if the member is driving a district vehicle, then the district coverage is primary.
- D. Members of the bargaining unit who are required to use their own automobiles in the performance of their duties because they are assigned to more than one (1) school per day, will be reimbursed for all such travel at the prevailing IRS rate per mile for all driving done between arrival at the first location at the beginning of their work day and departure from the last location at the end of their work day.
- E. Members of the bargaining unit who are authorized by their principal or supervisor to use their own automobiles for school related activities shall be compensated at the prevailing IRS rate and will be provided liability coverage under the District policy. The school District policy will be secondary coverage to any policy held by the member. No member of the bargaining unit shall be required to use his/her own automobile to transport students.

ARTICLE 22
MENTOR PROGRAM

- A. The District reserves the right to establish and discontinue a Member/Mentor Program.
- B. Mentor positions, complete with job descriptions, shall be posted in the building of the mentee for no less than five (5) working days. Postings for the mentor positions may be posted in one or more schools as may be appropriate to secure a qualified mentor. A qualified mentor will be a member of the GBEA and will possess the same or similar job responsibilities as those of the mentee. The District will consider grade level, curriculum area, prep times and building location. If more than three (3) members seek the same position, the District will use the requirements in the job description to screen candidates so it is not obligated to interview more than two (2) individuals per mentor position.
- C. No member shall be designated as a mentor unless willing to perform in that role.
- D. A mentor can only have one mentee except in unusual situations in which the District has determined only one mentor is qualified or available to work with two mentees. In that case the mentor will receive hourly compensation (\$30.00) for each mentee.
- E. No mentor shall participate, at any level, in the evaluation of the mentee.
- F. The District will provide a qualified substitute for the mentor when necessary to fulfill mentor obligations as per State Department regulations and/or District guidelines. The District may, at its discretion, provide professional leave days to support the mentorship process.
- G. The District will specify in its job description the number of hours it will pay for performance of the required duties during the contracted days of each school year. The District will pay each mentor no less than \$30.00 for each hour spent per mentee in performance of the specified duties during the contracted school year. The District may offer hours of work at a different rate of pay for the time spent outside the contracted school year, but the bargaining unit member may accept or decline such work. The mentor is not precluded from submitting additional hours and being paid for them if the office of Human Resources authorizes payment. In the event that a mentor position is funded through the provisions of a special grant, but the grant allowance for pay is less than thirty dollars (\$30) per hour, then the District will add the necessary funds to equal thirty dollars (\$30) hourly compensation for the mentor.
- H. CPD credit that is consistent with the member's professional development plan will be earned by each mentor and mentee.
- I. Although the mentor program is intended primarily for teachers new to the District, the District may offer a mentor for any member in the District. However, if a mentor is offered to any member who is not new to the District, the mentor must be offered solely to aid the member in new job responsibilities. The mentor may not be offered as a means to address job performance concerns. A member who is not new to the District may, without explanation or recrimination, decline the District's offer of a mentor. This language shall not prevent the use of peer assistance when appropriate.

- J. A mentor may resign at any time during the first two months of the assignment by giving five (5) days' notice. Mentors may submit resignations later in the event of: 1) an emergency, 2) an unplanned leave of absence, 3) irreconcilable differences with the mentee. The mentee, during the first two months, may request from the principal a different mentor with five (5) days' notice. The mentor in each instance shall be paid for hours completed.

ARTICLE 23
WORK YEAR

A. Work Year

The school year for members shall not be less than one hundred ninety-one (191) days for returning staff or one hundred ninety-two (192) days for members hired new to the District. If a member agrees to work more than one hundred ninety-one (191) days, (one hundred ninety-two (192) for new members), he/she will be compensated for the actual number of days worked based on the daily rate for his/her own contract. The extra day(s) will be attached to the immediate beginning or the end of the 191-day work year, unless the member agrees to other times. The work year shall include six (6) paid holidays, including Labor Day, Veteran's Day, Thanksgiving Day, Martin Luther King Jr.'s Birthday, President's Day and Memorial Day. Statewide in-service day will be a non-contract day.

B. Proposed Calendar

The District will consult with the Council or its duly authorized representative prior to drafting a proposed calendar. The proposed school calendar shall then be submitted to the Council for review prior to the first reading by the Board. Changes to the school calendar after initial adoption shall be submitted to the Council for review prior to adoption by the School Board.

C. Inclement Weather/Emergency Closure

Attendance shall not be required when student attendance is not required due to inclement weather. If the Board requires students to make up days lost due to inclement weather, then all members shall be required to fulfill their regular duties on these days. When students are dismissed early due to emergency closure (e.g. loss of electrical power), members may be reassigned for the remainder of the day or excused according to directions of the principal and district administration.

D. Crisis/Disaster Closure

A crisis or disaster is a situation such as earthquake, fire, flood, dangerous materials and/or other violent acts which force an immediate closure and/or a need for immediate evacuation of a building or dismissal of students. Staff will be dismissed if students are dismissed. However, in the event of a crisis or disaster that prevents some students from leaving the site following a school closure while classes are in session, adequate staff as determined by the administration will remain on duty to supervise students until they are able to depart safely.

ARTICLE 24
HOURS AND WORKLOAD

Statements in the Building Staff Handbooks do not replace or supersede contract language.

A. Workday

1. Length of Day

The principal shall identify the regular work hours for a building in the Building Staff Handbook. Members may deviate from those regular work hours in accordance with this section via a courtesy notice, verbal or written, to the principal or designee at any time in advance. The workday shall not exceed eight (8) consecutive hours.

All members shall have a flexible workday provided they are available fifteen (15) minutes before the first class starts and fifteen (15) minutes after students are released for dismissal from the last class, and provided they attend inservice sessions, staff meetings, scheduled meetings (see A-5) and are available for required duties.

On occasion the principal may identify a day on which the members must work the regular work hours as shown in the Building Staff Handbook rather than a flexible workday. Except in an emergency, the principal will give members a week's notice of the non-flexible workday.

Members within this flexible schedule but within an eight (8) hour day must attend meetings pertaining to student needs or meetings scheduled individually with the principal or supervisor. Meeting language does not apply to Fridays following student dismissal.

On Fridays, the days immediately before holidays, or on days when there are required events after the school day for which members must return, members may leave following student dismissal. Fridays or days immediately before holidays which are inservice or assessment days, shall be considered regular workdays unless the principal excuses staff early.

a. Opening of School Days

There shall not be less than three (3) eight (8) hour inservice days at the beginning of the school year with one-half (1/2) of the time reserved for member work purposes. At least eight (8) hours of member-directed time will be scheduled as consecutive hours on one (1) day.

b. Early Release Days/Late Arrival Days

Early release or and late arrival days for students may be designated by administration. These will be used for the purposes of staff development, in-service or the training necessary to assume responsibilities associated with school reform. The building principal, in consultation with site council and staff at a building, will determine the training priorities for his/her staff on a yearly basis. On early release days, any planned inservice or staff

development activities will not start until thirty (30) minutes after student dismissal. On late arrival days, all activities will end fifteen (15) minutes prior to start of school. The early release days set in the calendar for schools K-5 will be divided monthly so one-half (1/2) of the available days are reserved for member-directed preparation/planning and one-half (1/2) of the available days for staff development, inservice or training. This division will be determined by the school principal.

2. Student Assessment Days

Members shall receive two (2) days at the elementary level, two-and-one-half (2½) days at the middle school level, and three (3) days at the high school level reserved for grading and member work purposes. In addition, one (1) full day shall be provided at the end of the year for grading and member work purposes. A half (½) day shall be defined as four (4) consecutive hours not including lunch.

3. School Reform, Standards-Based Planning, Assessment and Professional Development

The District will allocate no less than \$75,000 annually in additional compensation for members to use as authorized by the school principal following advisory recommendations from the site council.

4. Lunch Time

Members shall receive a continuous thirty (30) minute duty-free lunch period preceded by a five (5) minute duty free passing time and immediately followed by an additional five (5) minute duty free passing time.

5. Meetings within the Regular Workday

Meetings at which attendance is required of all members in the building will be scheduled within the eight (8) hour workday and be limited to four (4) per month.

6. Activities outside the Regular Workday

- a. The District may assign members up to two (2) evening or afternoon activities involving parent contact, outside the eight (8) hour day. Member time will be counted at no less than fifteen (15) minutes before the event begins and no less than fifteen (15) minutes after the event ends. These activities may be up to three (3) hours in length each. Compensation will be in minute-for-minute trade time or pay at a member's daily hourly pay rate. The member elects trade or pay.

Retain memo of understanding titled "Comp. Time and Duties." (Appendix B)

- b. Members who are authorized by administration and agree to participate in supervisory, professional or instructional responsibilities, other than those

described above or those on the extra duty schedule, after the eight (8) hour day, will receive minute-for-minute compensation at the member's daily hourly pay rate.

7. Conferences with Parents

Building principals, in consultation with site council and staff, will develop a parent conference schedule for the school year. The schedule will provide members with fifteen (15) minute rest breaks and thirty (30) minute lunch breaks. The combination of regular workday time and conference time shall not exceed twelve (12) hours per day and forty (40) hours per week. If the number of conferences needed cannot be accommodated within the conference schedule, then, by mutual agreement with his/her administrator, a member may schedule additional conference time at his/her daily hourly rate of pay.

Elementary teachers will participate in up to four (4) days per year of parent conferences, with eight (8) hours of student-free conference preparation time provided prior to each set of scheduled conferences. Full time kindergarten members shall receive double the amount of elementary days for conferencing purposes. Middle school teachers will participate in up to four (4) days per year of parent conferences, with four (4) hours of student-free conference preparation time provided prior to each set of scheduled conferences. The district may schedule eight (8) hours of parent conference time at the high school level twice yearly.

8. Structure of the Workday

Efforts will be undertaken by administration to elicit staff input and attempt to achieve staff consensus regarding changes in the structure of the workday. Any change in the structure of the members' workday will be communicated to the Council at least two (2) months in advance of the implementation.

B. Daily and Weekly Preparation Time

1. Elementary Schools (K-5)

Elementary teachers will receive a minimum of five hundred and twenty-five (525) minutes weekly. Two hundred (200) minutes of that five hundred twenty-five (525) will be member directed and uninterrupted. Within the five hundred twenty-five (525) minutes, each elementary member will receive a minimum of twenty-five (25) minutes preparation time during the student day on the non-early release days. Blocks of fifteen (15) minutes or less during the student day are not to be counted for purposes of meeting the five hundred twenty-five (525) minutes requirement of prep time.

2. Middle Schools (6-7-8)

Middle school teachers will receive a weekly minimum of three hundred (300) minutes (includes planning and preparation activities and conferences) within the

member work week and at least one (1) daily uninterrupted prep period during the student school hours. Blocks of fifteen (15) minutes or less during the student day are not to be counted for purposes of meeting the three hundred (300) minutes of prep time. Up to four (4) times per year, scheduling may necessitate the loss of the daily prep period.

3. High Schools

For as long as the 2004-05 block schedule is maintained, each member will receive a guaranteed daily member-directed, uninterrupted preparation period of eighty-three (83) minutes within the student contact day. For as long as the eighty-three (83)-minute schedule is maintained, members may be required to participate in district-assigned meetings/work, for up to one-half of the preparation period, but no more than four (4) times per month. If the 2004-05 schedule is changed, in no case shall members receive less than seventy-five (75) minutes of daily member-directed, uninterrupted prep time. Within such a changed schedule, part of the daily seventy-five (75) minute prep time will consist of at least one uninterrupted member-directed prep period of no less than forty (40) to fifty (50) minutes during the student contact day. Blocks of fifteen (15) minutes or less are not to be counted for purposes of meeting the minutes of prep time.

4. Subbing

The members may agree to sub at their own hourly rate for other teachers on a voluntary basis.

5. Extra Duty

Members who, on occasion, miss all or part of their guaranteed preparation time as a result of activities associated with compensated extra duty assignments shall not be due additional compensation or preparation time.

C. Workload

1. Elementary and Middle School

Daily student contact time shall not exceed five (5) hours and twenty-five (25) minutes.

2. High School

Daily instruction time shall not exceed two hundred and forty-nine (249) minutes. Members who agree to accept additional instructional time responsibility beyond the daily limit will be compensated at the rate of 16.6% of the member's daily base rate of pay.

3. Duties in Lieu of Teaching

Middle and high school members may be assigned duties during the student contact day in lieu of a regular teaching assignment, subject to the time limits of this Article. However, members may be assigned duty during assemblies or special schedules for only the duration of the event. Members who voluntarily agree to perform an otherwise non-compensated duty outside of the student contact day will be compensated by comp time or by minute-for-minute pay at the member's hourly rate at the member's choice.

4. Reasonable Schedules

The administration will take efforts to ensure that no member's combined instructional and duty schedule is unreasonable (e.g. does not afford opportunity for restroom breaks) and will attempt to resolve satisfactorily concerns which members may raise. Members whose concerns are not satisfied at the school level may appeal for consideration at each administrative level up to and including the superintendent.

D. Class Size

1. The District and ECBC agree that the pupil-member ratio is an important factor in maintaining quality education and agree to establish a class size committee to address concerns from members or administrators regarding class size issues.
2. A member who believes his/her class size is excessive compared to other members in the District may discuss the situation with the principal. If not satisfied with the response at this level, the member may discuss the matter with the assistant superintendent and may suggest option(s) for the District's consideration. The member, upon request either to the Association representative or to the assistant superintendent, will have his/her concern addressed by the class size committee within twenty (20) school days of making the request and providing information the committee may require.
3. The Association president shall be provided with a District print-out of class size by school and by class by September 15 and by February 1 of each school year.
4. By September 15 of each year a class size committee of three (3) members appointed by the Association president and three (3) administrators will meet to review class sizes, consider options, and formulate recommendations for school board consideration. The class size committee will meet as necessary to address concerns it receives from members or administrators. The committee will consider the following factors in deciding upon its recommendation(s):
 - a. The number of students in the class
 - b. School and District class size averages
 - c. The number and characteristics of special need students
 - d. The instructional level of the classroom (e.g. primary, intermediate, etc.)
 - e. The member's professional experience
 - f. The amount of instructional assistant time or specialist assistance provided
 - g. Other factors as suggested by the member

(Class size computations for a grade or school shall be made on the ratio of classroom members to students exclusive of specialists. If a school Council, however, agrees to increase its level of specialists or otherwise modify its staffing allocation, then such occurrence should be a factor considered in class size discussions by the class size committee.)

In situations where a class size or a specialist load exceeds the level desirable, the committee will consider the following options:

- a. Transfer/reassignment of students
- b. Adding certified staff
- c. Additional instructional assistant time
- d. Development of split classrooms
- e. No changes due to financial/physical space/time limitations
- f. Other options mutually agreed to between the members and administrators on the committee

E. Teaching Materials

Members shall have the opportunity to provide input to the principal concerning the acquisition and allocation of textbooks, instructional materials, supplies and equipment, whether through grade level, departmental or instructional team meetings. Instructional materials required to implement a program required by the District will be provided to a member before a member is required to implement the program. If the use of technology or technological instruction is required by the District, the District will provide the equipment, software, the opportunity for training, and technical support necessary to perform the duties.

ARTICLE 25
SALARY

A. Schedules

For 2004-2005, the salary will be increased by 3.0% over the 2003-2004 schedule, with retroactive pay to July 1, 2004. Each 2004-05 employee will be paid the retroactive pay on the first fourth Friday of the month following ratification of this Agreement.

This 2004-05 schedule, attached as Appendix A, will be for 191-day contract (192 day contract for new teachers). For 2005-06, the salary schedule for 2004-05 will be increased by two percent (2%). For 2006-07, the salary schedule will first be decreased by six percent (6%) and then will be increased by two percent (2%) over the 2005-06 salary schedule. For 2007-08, the salary schedule will be increased by the Portland CPI-U, minimum of two percent (2%) and a maximum of three percent (3%).

B. Salary Placement

Movement vertically on the schedule to a higher step for additional years of service may be withheld by the District for major deficiencies or where a member on a plan of assistance has been determined by the District to be making insufficient progress.

The District may approve a monetary amount intended to defray the cost for a member to relocate to teach in this District if the member is moving from out of state. All such approvals would be made by the superintendent/designee.

C. Previous Teaching Credit

Members newly hired by the District shall be given equal credit for previous teaching experience except that no member shall be placed higher than the fourth step from the top of any column on the salary schedule. For purposes of initial salary schedule placement, a year of credit will be granted only if the year of experience was served in one school year for a minimum of 135 days on contract and was at half-time or more. Additionally, a teaching license must have been required to hold the position. The District reserves the right to provide discretionary placement to members at the time of hire in difficult to fill positions. No member hired, however, will be placed at a greater experience level than a current member filling the same full time assignment. The District will notify the Council if this provision is exercised.

D. Members not at maximum salary will be moved one step yearly during the term of this agreement.

E. National Board Certification:

Members who complete the National Board Certification process shall be advanced to the farthest right column on the salary schedule.

F. Beginning with the 2006-07 school year, the District will pick up and assume each employee's six percent (6%) share of their contribution to the Public Employees Retirement System, in accordance with ORS Chapters 238 and 238A.

ARTICLE 26
SALARY CHECKS

A. With the exception of those members electing the pay period set out in this section A, all members will be paid on a twelve (12) month pay period. A member of the bargaining unit on contract prior to July 1, 1998, who had selected a ten (10) month pay period in 1997-98, may continue to exercise this option over the life of this contract. This option must be exercised in writing to the human resources office of the District by September 10 annually. After the option has been exercised, the decision shall be binding for that school year. If the option is not exercised, the human resources office will set that employee's payroll period on a twelve (12) month period.

B. Salary checks shall be made available on the fourth Friday of September, October, January, February, April, and May; on the Wednesday before Thanksgiving; and on the last day of school before spring and winter vacation.

For members on a ten (10) month pay period, June checks will be available on the last day contracted and after all requirements have been fulfilled.

Members on a twelve (12) month pay period may choose one of two options for June, July, and August salary checks:

1. All three (3) checks will be available on the last day contracted in June after all requirements have been fulfilled. (All members exercising automatic payroll deposit must use this option.)
2. The June check will be available on the last day contracted in June after all requirements have been fulfilled. The July and August salary checks will be mailed to the member's summer address on the fourth Friday of each month.

Members will notify the payroll office of the District by May 1 of their decision. After that option has been decided upon, the decision shall be binding through August of that year.

C. A member of the bargaining unit may request a salary advance after the first of the month and before the tenth of the month. The number of salary advances cannot exceed more than three per year. The advance pay will be deducted in the month of the advance.

D. An itemized statement (pay stub) will be provided to each member of the bargaining unit at the time of the first payroll showing a breakdown of each member's salary. Extra duty assignment will be itemized separately when the payroll system permits. Members who receive salary for extra duties will select from the following payment options:

1. Equal monthly payments for the duration of the assignment.
2. Equal monthly payments from the beginning of the assignment through the last payroll check of that contract year.

3. One-half (1/2) of the payment at the midpoint of the assignment and one-half (1/2) upon completion of the assignment.

4. The full payment upon completion of the assignment.

Payment for extra duty assignments will occur as part of the regular monthly payroll.

E. Checks will be distributed in envelopes.

ARTICLE 27
DUES/PAYROLL

- A. The employer agrees, upon receipt of appropriate written authorization, to deduct OEA and NEA dues monthly for any member in ten (10) monthly payments in the November through three (3) June payroll checks. GBEA dues shall be deducted in September and October.

Authorization from new members for Council dues shall be provided the payroll clerk no later than September 15. Such authorizations shall continue in effect unless revoked in writing by the member.

- B. The employer further agrees to provide for any employer-approved insurance program, United Way, savings bonds, or credit union. The employer will not be held liable for any errors, but will make any proper corrections as soon as practical.
- C. Dues deductions for the Council requested after September 15 shall be appropriately prorated so total annual payments will be completed by the following August (June paycheck). This provision shall also apply to members hired after September 10.

ARTICLE 28
FAIR SHARE

- A. Employees have the right to join the Council, but membership in the Council shall not be required as a condition of employment. The District will advise all newly employed personnel at the time of their employment that the Council is their exclusive bargaining representative.
- B. The District shall deduct an amount equal to GBEA, OEA and NEA dues from the pay of any member who is not a member of the Council as a fair share fee commensurate with the cost to the Council of collective bargaining and contract administration.
- C. A member who has not requested payroll deduction of Council dues under this agreement and who has not certified to the employer that dues have been paid directly to the Council shall be subject to the provisions of this article. Such request for payroll deduction or certification of direct payment of dues shall be made by the 10th day of the month prior to the month in which the deduction is to be made.
- D. In accordance with Article 27, the employer shall deduct as a fair share fee from the pay of each member who is not a member of the Council, OEA and NEA dues monthly in ten (10) monthly payments in the November through three (3) June payroll checks. GBEA dues shall be deducted in September and October.
- E. The Council agrees to hold the employer harmless against any and all claims, suits, orders or judgments brought against the employer as a result of the provisions of this article.

ARTICLE 29
INSURANCE

- A. The employer's contribution for member insurance benefits shall be \$615 for 2004-2005, \$740 for 2005-06, \$800 for 2006-07, and \$860 for 2007-08. Upon the signing of this Agreement, each 2004-05 full-time insurance eligible member shall be provided with \$720 on the first fourth Friday of the month following ratification of this Agreement. Less than full-time insurance eligible members shall be provided with a pro-rated amount. Employer contributions shall be applied toward the purchase of health, dental, vision, life and long-term disability benefits.
- B. Payroll deductions will be available for member contributions over the stated District obligation in Section A.
- C. The insurance carrier or carriers shall be selected by a committee of six (6) persons, three (3) to be appointed by the District and three (3) to be appointed by the GBEA Executive Council. Changes in carriers or types of coverage will be made only by mutual agreement of the parties.
- D. The employer shall contribute a portion of the insurance premium for members who are scheduled to work more than sixteen (16) hours, (.4 FTE) per week but less than full-time. The employer's contribution shall be prorated based on the normal full-time workweek. Members who work less than .4 FTE will have the employer's contribution prorated if they elect to participate in the insurance program. When two (2) members are spouses or domestic partners, they may combine their insurance benefit dollars toward the premium costs of health, dental, vision, life and long-term disability benefits.
- E. The District's contribution for medical, vision, dental, life and long-term disability insurance benefits shall be pooled. Members opting for medical, dental, and vision insurance whose premiums exceed the cap will have the excess premium cost benefits provided in this article covered by the insurance pool to the extent available.
- F. An insurance pool will be established. The pool amount will be the total FTE of the membership times the employer's contribution for that school year. The pooling payment formula will be established each year during the month of September. If insurance coverage adjustments during the school year exceed the total yearly contribution by the District, the difference will be covered by the District so as not to alter the pool after the beginning of the school year. Each year before excess dollar amount is calculated and refunds are issued, such dollars resulting from mid-year coverage adjustments will be deducted from excess pool dollars. Mid-year adjustments will not result in any change in pool allocation to members for insurance premiums from that allocation made the previous September.

If unused pooled insurance dollars exceed \$50.00 per eligible member annually, for those eligible to receive a refund, the excess dollars in the pool will be returned to the members each year who did not receive pool contributions. This refund will be made during the month of June. Payments will be prorated by FTE to these members. If no refund of unused dollars is made, the remaining dollars will be carried over to the next year's pool.

If the pool does not cover the cost of the insurance premiums each month, payroll deductions will be made to pay the excess cost according to the following formula:

$$\frac{\text{Excess dollars in pool}}{\text{Excess insurance cost}} = \% \text{ of excess cost paid by pool}$$

Example: A member's monthly medical insurance premiums exceed the employer's monthly contribution limit by \$50.00. If the percentage paid by the insurance pool equals 60%, multiply \$50.00 by .60 to find out how much of the \$50.00 will be paid by the pool each month. In this example, the pool would pay \$30.00 each month and \$20.00 would be payroll deducted.

The surviving spouse or dependent of a member who dies during the period of this agreement may continue the insurance coverage for the life of this agreement at the cost of the survivor(s) subject to the provisions of the carrier and/or COBRA regulations.

- G. The District shall give access to, and information about, the District-offered 125 Plan, including dependent child care and adult day care, to all bargaining unit members at the time of the annual enrollment period. The plan shall allow for payment of out-of-pocket medical, vision and dental insurance premium costs from pre-tax dollars to the full extent allowed by law. The District, with minimum participation (during the enrollment period) of at least twelve (12) members, agrees to extend this 125 Plan to include dependent child care and adult day care. Members exercising this additional provision will be charged fees in excess of \$3.00 per month for this service. The selection of the firm responsible for managing these additional Section 125 accounts will be determined by the District.
- H. The parties acknowledge the passage of the Consolidated Omnibus Budget Reconciliation Act (COBRA) (Public Law 99-272, Title X) which requires that most employers sponsoring group health plans offer members and their families the opportunity for a temporary extension of health coverage at group rates in certain instances where coverage under the plan would otherwise end. As required by COBRA, specific notice of member and family rights and obligations will be communicated directly to the members.
- I. Eligibility as a family member for purposes of insurance coverage will be determined by use of carrier definitions, to include domestic partners. Members will bear any additional cost as may be required by IRS regulations for coverage under this provision.
- J. Retirees are able to participate in District medical, vision and/or dental insurance as per the provisions in Article 30.

ARTICLE 30
EARLY RETIREMENT

A. Terms

When a member retires under the provisions of PERS with at least fifteen (15) consecutive years of service to the District, the District shall offer the option of an early retirement program which provides a monthly payment of \$780, for a maximum period of forty-eight (48) months, or \$624 for sixty (60) months, as selected by the member, in accordance with the following conditions:

1. The member must be retired and receiving benefits under the Oregon Public Employee Retirement System.
2. Monthly "early retirement payments" shall be terminated as of the end of the calendar month in which the retired member dies, qualifies at age 62 for Social Security benefits, or when a total of forty-eight (48) or sixty (60) payments have been made, whichever comes first.
3. A member planning to take early retirement must give notice thereof to the Director of Human Resources at least sixty (60) calendar days prior to his/her retirement date.

B. Insurance

The member, subject to insurance carrier approval, who elects to participate in District medical, vision and/or dental insurance, will have his/her stipend reduced to cover the expense of the chosen insurance for himself/herself, spouse, and/or family members or domestic partner. Premium costs that exceed the monthly stipend amount shall be payable to the District payroll office by the 10th of each month for coverage effective the first of the following month, or the member may pay the full amount of the annual premium in a single check on or before October 10th each year. After his/her early retirement stipend has ended, a member may continue to participate at his/her expense in District medical, vision and/or dental insurance until the member reaches age 65 or qualifies for Federal Social Security Medicare coverage whichever is earlier. During and after the stipend period, the member may select the plan(s) and types of coverages from among those provided to active members, subject to carrier provisions (once a particular type of coverage is dropped, i.e., medical, it is not possible to re-enroll at a later date).

C. Payments

Payments will be made to the member for forty-eight (48) or sixty (60) consecutive months starting in the month immediately following the last day of employment prior to retirement.

D. New Members

Unit members beginning regular employment after June 30, 1999, will not be eligible to receive the benefits of this article.

ARTICLE 31
EXTRA-DUTY COMPENSATION

A. Definition of Extra Duty

Extra duty is work or responsibilities performed by a member for authorized tasks outside of or in addition to the individual's teaching assignment. The responsibility must take place outside of the member's instructional time or extend beyond the regular workday.

B. Extra Duty Hiring

All extra duty positions will be posted according to the guidelines outlined in Article 10, Section C. Qualified bargaining unit members, or incoming bargaining unit members, who apply for an extra-duty position, shall be granted interviews and given first consideration, prior to consideration of out-of-district or non-bargaining unit candidates.

C. Placement

1. Members in the District will be placed at the appropriate level according to their experience in that position.
2. Members new to the District who have out-of-district experience in an equivalent extra-duty position will generally be placed in Step 1. However, the building principal may use his/her discretion in placement into Steps 2 or 3 for members new to the District or members advancing from assistant to head positions.

D. Definition of Steps

Step 1 = 0, or 1, 2 or 3 years in that position or a similar position as determined by the District

Step 2 = 4, 5 or 6 years in that position or a similar position as determined by the District

Step 3 = 7 or more years in that position or a similar position as determined by the District

E. Maintenance of Standards

The District and Council agree to bargain over the pay rate if any significant changes are proposed in duty responsibilities. The District agrees not to create or fund new types of positions without notifying the Council and bargaining upon demand over compensation. If no agreement is reached in an initial bargaining session, the District may post and fill the position but any agreement then bargained, other than the District's initial proposal, will be retroactive to the start of the position.

F. Pay Classes

The extra-duty pay shall be the percentage of the appropriate base (BA-1) salary for each year of the agreement. In this section of the contract, "extended contract days" refers to work done at a member's daily rate of pay.

1. Drivers Education - Increase the same percent as salary increase.
2. Summer School Work - Summer school instructors will be paid their own hourly rate for each hour of instruction, plus one-half (1/2) hour per summer school block taught for preparation. They will also be paid at the same rate for any summer school duty assigned.
3. Department Chair Compensation
 - a. Building principals may use discretion for step placement taking into consideration present assignment, experience, and building needs.
 - b. Department chairpersons who do curriculum work on curriculum renewal after the regular contract day will be paid their individual base daily hourly rate.
 - c. High School department chairpersons, other than the counseling chairpersons, and activity directors, will receive up to ten (10) extended contract days during the summer at mutually agreeable times.
 - d. Counseling department chairpersons and high school athletic directors will receive up to twenty (20) extended contract days for work in the summer for the days following the end of the school year and preceding the opening of the school year.
 - e. Media chairpersons will receive up to ten (10) extended contract days during the summer at mutually agreeable times. Media chairpersons responsible for the building textbook depository will receive three (3) extra extended contract days during the summer at mutually agreeable times.
4. Intramural Program: \$17.00 per hour
Weight Room Monitor: \$20.00 per hour
5. Soc Hop Chaperones: \$40.00 per sock hop
\$50.00 all other school dances
6. Cooperative Work Experience Supervisors: \$15.00 per student per month
7. Rooter Bus Chaperones: \$20.00 per hour (travel time)
8. Vocational Advisory Committees: \$325.00 per year - minimum of three (3) meetings
9. High School After Teacher Workday Detention, Saturday School and Extended School Supervision: \$20.00 per hour, or hour-for-hour compensatory time off to

be used in the same year in which it was earned. Three hundred thirty (330) minutes of comp time must be earned for a full day off. Voluntary supervision outside the contract day will pay \$20.00 per hour when authorized by district in accordance with past practice.

10. Facility Monitor \$10.00 per hour
11. Middle school athletic directors will receive up to ten (10) extended contract days annually at mutually agreeable times.
12. Technical coordinators at the middle school and elementary schools will receive up to five (5) extended contract days during the summer at mutually agreeable times.
13. High school technology coordinators will receive up to ten (10) extended contract days during the summer at mutually agreeable times.

The symbols contained in the following chart are defined as:

* For Middle and Elementary schools only.

** There is not a standard amount to be paid to any individual involved in directing or coaching activities which are marked with double asterisks. The percentage shown represents the allocation for each building. Building principals are free to administer these funds in accordance with their judgment regarding duties of individuals involved and the size and scope of programs in the individual schools.

(1) Plus one daily release period, except AA positions will have not less than two daily release periods, which may include their duty but not their prep period.

(2) Will stay at Step 2

(3) Will stay at Step 1

(4) Plus 3% for each additional building site where two programs per year occur.

| PAY CLASS | POSITION | STEP | %BASE |
|-----------|-----------------------------------|------|-------|
| AA | Activities Director (1) | 1 | 18 |
| | High School Athletic Director (1) | 2 | 19 |
| | | 3 | 20 |
| A | Head Football | 1 | 15 |
| | Head Basketball | 2 | 16 |
| | Head Forensics | 3 | 17 |
| | Head Drama | | |
| | Head Instrumental | | |

| PAY CLASS | POSITION | STEP | %BASE |
|-----------|--|------|-------|
| B | Head Volleyball | 1 | 14 |
| | Head Wrestling | 2 | 15 |
| | Head Track | 3 | 16 |
| | Head Baseball | | |
| | Head Softball | | |
| | Large Middle School Athletic Director (1) (Clear Creek, D. McCarty, G. Russell) | | |
| C | Head Soccer | 1 | 13 |
| | Head Dance | 2 | 14 |
| | Head Swimming | 3 | 15 |
| D | Head Waterpolo | 1 | 12 |
| | Asst. Head Track | 2 | 13 |
| | Small Middle School Athletic Director (1) (West Orient and Damascus) | 3 | 14 |
| E | Head Cross Country | 1 | 10 |
| | Asst. Football | 2 | 11 |
| | Asst. Basketball | 3 | 12 |
| | Asst. Instrumental Music | | |
| | Head Vocal | | |
| F | Asst. Forensics | 1 | 9 |
| | Small High School Activity Director | 2 | 10 |
| | School Paper | 3 | 11 |
| | Yearbook Advisor | | |
| | FFA Advisor | | |
| | Production Photo Advisor | | |
| | Asst. Soccer | | |
| | Asst. Volleyball | | |
| | Head Ski | | |
| | Asst. Swimming | | |
| | Asst. Wrestling | | |
| | Head Tennis | | |
| | Asst. Track | | |
| | Asst. Softball | | |
| | Asst. Baseball | | |
| G | Head Golf | 1 | 8 |
| | Asst. Waterpolo | 2 | 9 |
| | Trainer (per season) | 3 | 10 |
| | VICA / DECA / FBLA / MECHA / HOSA | | |
| | Asst. Vocal | | |
| | Asst. Dance | | |
| | OSSOM Advisor | | |
| | *Team Leader | | |
| | LINK Advisors | | |

| PAY CLASS | POSITION | STEP | %BASE |
|-------------------------------|---|------------|-------|
| H | *Bus Duty (2) | 1 | 6 |
| | *Coach | 2 | 7 |
| | *Head (2) | 3 | 8 |
| | *Assistant (3) | | |
| | Color Guard | | |
| | *Instrumental Music (3) (4) | | |
| | Rally Coordinator | | |
| | *Technical Coordinator (per bldg) (1) (2) | | |
| | Technology Coordinator (per bldg.) (1) | | |
| | *Vocal Music (3) (4) | | |
| I | *After School Advisors (3) | 1 | 4 |
| | Small High School Newspaper/Yearbook | 2 | 5 |
| | *Drama (3) | 3 | 6 |
| | Driver's Ed Coordinator | | |
| | *Intramurals (2) | | |
| | *Gymnastics | | |
| | *Journalism (3) | | |
| | Model UN | | |
| | Mock Trial | | |
| | National Honor Society | | |
| | Newsletter | | |
| | *School Store (3) | | |
| | *Speech (3) | | |
| | Assistant Drama Director | | |
| | *Student Council (3) | | |
| | *Year Book (3) | | |
| | Youth Legislature | | |
| Youth Presidential Convention | | | |
| Key Club Advisor | | | |
| J | Asst. Driver's Ed Coordinator | (No Steps) | 3 |
| | *Curriculum Coordinator | | 3 |
| | *Drill and Flag | | 3 |
| | *Outdoor School (Plus one release day or one day of pay, member choice) | | |
| K | Chess | (No Steps) | 2 |
| | Choreographer | | 2 |
| | *Student Senate | | 2 |
| | Costume Coordinator | | 2 |
| | High School Class Advisors | | 2 |
| L | **Rally Advisor | | 31 |
| | **Musical Production | | 25 |

| PAY CLASS | POSITION | STEP | %BASE | |
|-----------|-------------|------|-------|----|
| M | Dept. Chair | 1 | 18 | 12 |
| | | 2 | 19 | 13 |
| | | 3 | 20 | 14 |
| N | Media Chair | 1 | 4 | |
| | | 2 | 5 | |
| | | 3 | 6 | |

Chairpersons responsible for departments with 12 or more licensed FTE will be compensated at the percentage rate specified in M above.

Department chairperson stipends for those with less than 12 licensed FTE will be paid 12%, 13% or 14% of the established base salary for extra duty.

Scouting

A coach who is on an authorized scouting trip will be reimbursed at the IRS rate for mileage. Coaches will also be fully reimbursed for meals and lodging.

Extended Season

The coaches listed below will be paid a weekly stipend beginning the first Monday that their team and/or individual team members participate in any authorized extended season. For team coaches, the rate of pay will be based on 7% of the member's personal extra duty pay for that assignment for extended weeks 1, 2 and 3 and will increase to 9.5% for extended week 4 and subsequent extended weeks. For coaches and advisors of individual team members, the rate of pay will be based on 5% of the member's personal extra duty pay for that assignment for each week of the extended season. Assistants will be identified prior to the last game of league play for purposes of extended season pay. Non-athletic coaches/advisors involved in post-season athletic events beyond the contract day will be paid an additional stipend of \$50.00 per evening. The building principal and Athletic Director will advise the extended season coach of the number of assistants he/she can include for such pay.

See chart on following page.

| | Head | Asst. | Asst. | Asst. | Asst. | Asst. | Ind. Event |
|--------------------|------|-------|-------|-------|-------|-------|------------|
| Football | x | x | x | x | x | x | |
| Boys' Soccer | x | x | | | | | |
| Girls' Soccer | x | x | | | | | |
| Volleyball | x | x | | | | | |
| Water Polo - Girls | x | | | | | | |
| Water Polo - Boys | x | | | | | | |
| Cross Country | x | | | | | | |
| Boys' Basketball | x | x | | | | | |
| Girls' Basketball | x | x | | | | | |
| Wrestling | x | x | | | | | |
| Skiing | x | | | | | | |
| Swimming | x | | | | | | |
| Track | x | | | | | | x |
| Golf | x | | | | | | |
| Tennis | x | | | | | | |
| Baseball | x | x | | | | | |
| Softball | x | x | | | | | |
| Speech | x | | | | | | |

**ARTICLE 32
NO STRIKE CLAUSE**

- A. The Board agrees not to initiate a lockout of members of the District. The Council agrees not to strike during the term of this Agreement. The Council and its members agree not to take part in or condone any sanctions against the School Board or the School District.

- B. If, during the term of the Agreement, the parties reach impasse over any re-opener, members of the bargaining unit shall have the right to strike over the re-opener as long as state labor law requirements for a legal strike are met.

ARTICLE 33
MISCELLANEOUS PROVISIONS

A. Savings Clause

If any provision of this Agreement is held to be invalid by the operation of law or by any tribunal of competent jurisdiction, or Administrative Rules and Regulations of the State Department of Education, or if compliance with the enforcement of any provisions should be restrained by any such tribunal, the remainder of the Agreement shall not be affected thereby, and upon the request of either the Board of Directors or the Council, the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such provision.

B. Maintenance of Standards

The Council will be given prior notice, and the opportunity to review and discuss the formation or modification of any labor relations subject as defined in ORS 243.650 (7) covered under any written rule, policy, procedure or regulation of the employer before its adoption and implementation by the District. The preceding sentence shall not be construed as a waiver of whatever rights the Council may have to demand bargaining on terms and conditions of employment not covered by this Agreement.

C. Compliance Between Individual Contract and Master Agreement

Any individual contract between the employer and an individual 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.

D. ELEMENTARY SECONDARY EDUCATION ACT/NO CHILD LEFT BEHIND (NCLB)

1. The parties acknowledge that the federal Elementary and Secondary Education Act (ESEA)/ No Child Left Behind (NCLB) legislation will have an impact on bargaining unit members. The parties agree that the Association will be provided with written notification, and the Council will have the right to bargain, any decisions or changes that impact bargaining unit members terms and conditions of employment in a mandatory subject as defined by Oregon law.
2. Student performance on ESEA/NCLB required tests shall not serve as a sole basis for:
 - a. Involuntary transfer of a member;
 - b. Placement of a member on a Program of Assistance for Improvement;
 - c. Determination of competence for purposes of layoff and recall;
 - d. Disciplinary action against a member (up to and including termination of employment).

E. Modifications

This Agreement may not be modified except by an instrument in writing duly executed by the parties.

ARTICLE 34
TERM OF AGREEMENT

- A. This Agreement shall be effective July 1, 2004, shall be binding upon the Board, the Council, and their members, and shall remain in full force and effect through June 30, 2008.

- B. 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 understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Council, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject 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. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the Board's direction and control, subject to any bargaining required by law.

- C. This Agreement shall automatically be renewed from year to year and shall be binding for additional periods of one year unless either the Board or the Council gives written notice to the other not later than December 31 prior to the expiration of the Agreement of its desire to modify the Agreement for a successive term or to terminate the Agreement.

ARTICLE 35
PROFESSIONAL SERVICES

- A. Whenever members are needed to serve on a committee, provide general professional services or participate in curriculum work in a particular school or at the District level, a notice will be posted in each school indicating the committee name, purpose, compensation (if any), contact person, and date by when the member's request to serve must be submitted.
- B. Committee members will be selected from the applicants. Efforts will be made to distribute committee assignments fairly among unit members so all members will have the opportunity to participate.
- C. Members selected for committee assignments will be notified and committee selection will be communicated in writing to staff.
- D. Members who agree to provide in-service training/public presentations and other professional services, at the request of administration, shall be compensated at their own hourly rate for preparation and presentation time that occur outside the regular workday. The administration shall indicate at the time of the request for services how many hours of paid time are being authorized, if any.
- E. For curriculum work during the school year, members will be paid their individual daily hourly rate for the number of authorized hours of work done outside their regular workday.
- F. For summer curriculum work, members will be paid their individual daily hourly rate for the number of hours authorized.

**ARTICLE 36
DISTANCE LEARNING/TECHNOLOGY**

A. Distance Learning

The District agrees to notify the Council of, and to bargain on demand, the mandatory impacts of using distance learning services and other electronic educational services, to include Cyberschools, if such Distance Learning impacts any mandatory subjects affecting any member of the bargaining unit.

B. Technology

Whenever members are required by the District to use specific technology to meet district job expectations, they will be provided with access to the equipment necessary to complete assigned tasks. The District shall provide training related to the use of District-required technology to all involved members prior to the implementation of any system changes.

EXECUTION/SIGNATURES

Executed this 20 day of Sept., 2005, at Gresham, by the undersigned officers of and on behalf of the Gresham-Barlow School District, Board of Education and the East County Bargaining Council.

FOR THE DISTRICT

FOR THE EAST COUNTY BARGAINING COUNCIL

John Eddy Hall, School Board Chair, Date

Tom Urbanowicz, GBEA Bargaining Chairperson, Date 9/26/05

Ken Noah, Superintendent, Date 9.21.05

Carolyn Menegas, GBEA Past Bargaining Chairperson, Date 9/13/2005

Steve Lewis, Director of Human Resources, Date 9/29/05

Jay Lehr, ECBC President and GBEA Co-President, Date 9/20/05

Brian Hungerford, District Spokesperson, Date 9/27/05

Judy Casper, OEA Consultant, Date 9/20/05

**APPENDIX A-1
 GRESHAM-BARLOW SCHOOL DISTRICT #10
 LICENSED STAFF SALARY SCHEDULE
 2004-2005**

**3% Increase
 Employee Pays PERS Pickup**

Returning Teachers – 191 Days
 New Teachers – 192 Days

| STEP | BA | BA+45 | MA/ BA+75 | NBPTS Certification MA+23/ BA+105 |
|------|--------|---------|--------------|---|
| 1 | 32,028 | 35,182 | 36,321 | 39,555 |
| 2 | 33,606 | 36,694 | 37,908 | 41,172 |
| 3 | 35,261 | 38,272 | 39,566 | 42,853 |
| 4 | 36,999 | 39,917 | 41,296 | 44,603 |
| 5 | 38,820 | 41,634 | 43,102 | 46,422 |
| 6 | 40,731 | 43,424 | 44,987 | 48,318 |
| 7 | 42,738 | 45,291 | 48,336 | 51,771 |
| 8 | 44,843 | 47,239 | 49,008 | 52,346 |
| 9 | 47,050 | 49,271 | 51,151 | 54,484 |
| 10 | 49,370 | 51,388 | 53,388 | 56,708 |
| 11 | | 53,5997 | 55,723 | 59,022 |
| 12 | | 55,903 | 58,159 | 61,434 |
| 13 | | | 60,703 | 63,942 |

APPENDIX A-2
GRESHAM-BARLOW SCHOOL DISTRICT #10
LICENSED STAFF SALARY SCHEDULE
2005-2006

2% Increase
Employee Pays PERS Pickup

Returning Teachers – 191 Days
 New Teachers – 192 Days

| STEP | BA | BA+45 | MA/ BA+75 | NBPTS Certification MA+23/ BA+105 |
|------|--------|--------|--------------|---|
| 1 | 32,699 | 35,886 | 37,047 | 40,346 |
| 2 | 34,278 | 37,428 | 38,666 | 41,996 |
| 3 | 35,966 | 39,037 | 40,357 | 43,710 |
| 4 | 37,739 | 40,715 | 42,122 | 45,495 |
| 5 | 39,596 | 42,467 | 43,964 | 47,350 |
| 6 | 41,546 | 44,292 | 45,887 | 49,284 |
| 7 | 43,593 | 46,197 | 49,303 | 52,806 |
| 8 | 45,740 | 48,184 | 49,988 | 53,393 |
| 9 | 47,991 | 50,256 | 52,174 | 55,574 |
| 10 | 50,357 | 52,415 | 54,456 | 57,842 |
| 11 | | 54,669 | 56,837 | 60,202 |
| 12 | | 57,021 | 59,322 | 62,663 |
| 13 | | | 61,917 | 65,221 |

**APPENDIX A-3
 GRESHAM-BARLOW SCHOOL DISTRICT #10
 LICENSED STAFF SALARY SCHEDULE
 2006-2007**

**2% Increase
 6% Reduction for PERS Pickup
 District Pays PERS Pickup**

Returning Teachers – 191 Days
 New Teachers – 192 Days

| STEP | BA | BA+45 | MA/ BA+75 | NBPTS Certification MA+23/ BA+105 |
|------|--------|--------|--------------|---|
| 1 | 31,323 | 34,407 | 35,521 | 38,684 |
| 2 | 32,866 | 35,886 | 37,073 | 40,265 |
| 3 | 34,484 | 37,429 | 38,694 | 41,909 |
| 4 | 36,184 | 39,038 | 40,387 | 43,621 |
| 5 | 37,965 | 40,717 | 42,153 | 45,399 |
| 6 | 39,834 | 42,467 | 43,996 | 47,253 |
| 7 | 41,797 | 44,294 | 47,272 | 50,630 |
| 8 | 43,856 | 46,199 | 47,928 | 51,193 |
| 9 | 46,014 | 48,185 | 50,024 | 53,284 |
| 10 | 48,282 | 50,256 | 52,212 | 55,459 |
| 11 | | 52,417 | 54,495 | 57,722 |
| 12 | | 54,672 | 56,878 | 60,081 |
| 13 | | | 59,366 | 62,534 |

APPENDIX A-4
GRESHAM-BARLOW SCHOOL DISTRICT #10
LICENSED STAFF SALARY SCHEDULE INDEX

| STEP | BA | BA+45 | MA/ BA+75 | NBPTS Certification MA+23/ BA+105 |
|------|---------|---------|--------------|---|
| 1 | 1.00000 | 1.09847 | 1.13404 | 1.23502 |
| 2 | 1.04927 | 1.14568 | 1.18360 | 1.28551 |
| 3 | 1.10095 | 1.19495 | 1.23538 | 1.33800 |
| 4 | 1.15520 | 1.24631 | 1.28937 | 1.39264 |
| 5 | 1.21206 | 1.29992 | 1.34578 | 1.44943 |
| 6 | 1.27175 | 1.35581 | 1.40463 | 1.50863 |
| 7 | 1.33439 | 1.41412 | 1.50918 | 1.61643 |
| 8 | 1.40013 | 1.47493 | 1.53018 | 1.63438 |
| 9 | 1.46905 | 1.53838 | 1.59707 | 1.70114 |
| 10 | 1.54147 | 1.60447 | 1.66692 | 1.77057 |
| 11 | | 1.67345 | 1.73983 | 1.84284 |
| 12 | | 1.74546 | 1.81589 | 1.91815 |
| 13 | | | 1.89532 | 1.99646 |

APPENDIX B

LETTER OF UNDERSTANDING
REGARDING COMP. TIME AND DUTIES
FOR HIGH SCHOOLS
BETWEEN
GRESHAM-BARLOW SCHOOL DISTRICT
AND
EAST COUNTY BARGAINING COUNCIL

A. Comp. Time

1. Each member may earn two days of comp. time per semester via any combination of Saturday School, After Teacher Workday Detention and Extended School Supervision (refer to Article 31,K).
2. 330 minutes of comp. time earns a comp. day.
3. A member may use two comp. days in any back-to-back combination with a weekend and/or holiday with the exception that comp. time is not to be used in conjunction with Thanksgiving, winter or spring breaks. Unless the district approves, a member may not use a comp. day or days back-to-back with personal business leave or professional leave to extend time away from the building.
4. No more than one day (330 minutes) may be carried over into the next semester, including a carry-over from semester 2 into semester 1 of the following year.
5. Comp. time which is identified by the member to be carried over from one semester to the next so that it can be used only for time off, not pay, must be so used by the member in that next semester. Such carried-over comp. time which is then not used for time off by the member is then forfeited by the member for comp. and pay.
6. A member must notify the appropriate secretary, upon the earning of time as per A-1, whether the minutes are to be credited for comp, use or for pay. Unless the member so notifies the secretary, pay will be granted for such work.

MOU – Comp Time and Duties – continued

7. A member who chooses pay for Saturday School, After Teacher Workday Detention and Extended School Supervision, may elect to receive the pay at the end of a month, the end of a semester, or the end of the year. Pay may not be carried over from one year to the next. Payment earned will be included in the regular paycheck unless work is performed too late to be included in the June payroll.
8. The district will make Saturday School and After Teacher Workday Detention available in this manner:
 - a. Such work will be available in both buildings.
 - b. Such work will be made available to members prior to classified employees or others.
 - c. The district will make the work available on an equal-access basis so that all interested members have the same voluntary opportunity to sign up for the work. The sign-up is voluntary.
 - d. As long as the provisions of 8-c are met, there is not restriction on the amount of pay an individual can earn, only a cap of not more than two days of comp. time accrual per individual per semester (as per A-1).

B. Incidental Duties

The members agree to perform the following incidental duties which are in addition to the 250 minutes of weekly duty time (60 minutes daily maximum) contracted in Article 24. The members agree that these incidental duties may be assigned in the 25 minutes of time prior to a first assignment, though during that 25 minutes an incidental duty may not exceed 15 minutes.

At Gresham High School: 155 minutes in total per member annually

Daily morning or afternoon cafeteria duty for five days per year for 15 minutes per day (75 minutes total).

Short detention after student contact day for two days per year for no more than 40 minutes each time (80 minutes).

At Barlow High School: 155 minutes in total per member annually

155 minutes yearly of morning hall duty and/or short after student contact time detention, such detention to not exceed 35 minutes each time nor to extend after the teacher workday.

C. Subbing

The members may agree to sub for pay for other teachers on a voluntary basis at their own hourly rate.

MOU – Comp Time and Duties – continued

D. Contingent

The agreement made herein by the members is contingent upon the availability of type and amount of comp. time work as described in part A. If, because of funding considerations, the comp. time opportunities of Saturday School, After Teacher Workday Detention and Extended School Supervision are altered or decreased, then the district, upon request from the association, agrees to discuss how equivalent comp. time opportunities will be arranged.

FOR THE DISTRICT

FOR THE EAST COUNTY BARGAINING COUNCIL

FOR THE DISTRICT

FOR THE EAST COUNTY BARGAINING COUNCIL

John E. Hall
John Eddy Hall,
School Board Chair
Date

Thomas C. Urbanowicz 9/22/05
Tom Urbanowicz
GBEA Bargaining Chairperson
Date

Ken Noah 9.21.05
Ken Noah,
Superintendent
Date

Carolyn Mehegas 9/13/2005
Carolyn Mehegas
GBEA Past Bargaining Chairperson
Date

Stephen C. Lewis 9/29/05
Steve Lewis,
Director of Human Resources
Date

Jay Lehr 9/20/05
Jay Lehr
ECBC President and GBEA Co-President
Date

Brian Hungerford 9/27/05
Brian Hungerford,
District Spokesperson
Date

Judy Casper 9/20/05
Judy Casper
OEA Consultant
Date