

Collective Bargaining Agreement

Between

Southern Oregon
Bargaining Council
and
Grants Pass School District

2019-2023 Agreement

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AGREEMENT BETWEEN
GRANTS PASS SCHOOL DISTRICT NO. 7
AND
SOUTHERN OREGON BARGAINING COUNCIL, OEA/NEA

PREAMBLE

- A. This Agreement is entered into between the Board of Education on behalf of School District No. 7, Josephine County, Oregon, herein referred to as the "Board" or "District" and the Southern Oregon Bargaining Council herein referred to as the "Council."
- B. The intent of this Agreement is to set forth and record herein the basic and full agreement between the parties on those matters pertaining to wages, hours, and conditions of employment for teaching personnel.

ARTICLE 1
RECOGNITION

The Board hereby recognizes the Southern Oregon Bargaining Council, an affiliate of the Oregon Education Association and the National Education Association, as the exclusive bargaining representative as defined in ORS 243.650, as amended, for all regularly employed certified teaching personnel under contract by the Board, but excluding supervisory and executive personnel including, but not limited to, Superintendent, Assistant Superintendent, Directors, Administrative Assistants or Aides, Business Manager, Principals, Assistant Principals, and also excluding per diem appointments and substitutes, office and clerical employees and all non-certified personnel, and all those not specifically included in this unit.

The purpose of this article is to recognize the right of the bargaining agent to represent teachers in the bargaining unit in negotiations with the Board. Granting of recognition is not to be construed as obligating the Board in any way to continue any function or policies.

This agreement shall modify any policies, rules, regulations, procedures or practices of the District which shall be contrary to or inconsistent with its terms.

There shall be ten (10) signed copies of the final Agreement for the purpose of records. One shall be retained by the District and nine by the Council. Within one (1) month of ratification of this Agreement by both parties, the Council agrees to print sufficient copies of this Agreement for all newly-employed teachers and agrees to distribute these copies to the teachers. The Council

agrees to pay the printing costs. The District shall also place the current collective bargaining agreement on its website.

ARTICLE 2
NEGOTIATION OF A SUCCESSOR AGREEMENT

A. Deadline Date

The parties agree to conduct an organizational meeting by the end of January of the year the contract expires. At the organizational meeting the parties will mutually agree upon dates, including time and place, of negotiations for a successor agreement.

B. Modification

This Agreement shall not be modified in whole or in part by the parties except by an instrument, in writing, duly executed by both parties.

ARTICLE 3
DISTRICT FUNCTIONS

A. It is recognized that the Board has and will continue to retain the rights and responsibilities to operate and manage the school system and its program, facilities, properties, and on-the-job activities of its employees, except as limited by this Agreement and applicable law.

The Board's operational and managerial responsibilities include:

- The right to determine location of the schools and other facilities of the school system, including the right to establish new facilities and to relocate or close old facilities.
- The determination of the financial policies of the District, including the general accounting procedures, inventory of supplies and equipment procedures and public relations.
- The determination of the management, supervisory or administrative organization of each school or facility in the system and the selection of employees for promotion to supervisory, management or administrative positions.
- The maintenance of discipline and control and use of the school system property and facilities.
- The determination of safety, health and property protection measures where legal responsibility of the Board or other governmental unit is involved.

- The right to enforce the rules and regulations now in effect and to establish new rules and regulations from time to time not in conflict with this Agreement.
 - The direction and arrangement of all working forces in the system, including the right to hire, suspend, discharge or discipline, or transfer employees.
 - The right to relieve employees from duty for poor or unacceptable work or for other legitimate reasons.
 - The creation, combination, modification or elimination of any teaching position deemed advisable by the Board.
 - The determination of the size of the working force, the allocation and assignment of work to employees, the determination of policies affecting the selection of employees, and the establishment of quality standards and judgment of employee performance.
 - The determination of the layout and the equipment to be used, and the right to plan, direct and control school activities, and the determination of the processes, techniques, methods and means of teaching and the subjects to be taught.
 - The right to establish and revise the school calendar, establish hours of employment, to schedule classes and assign work loads; and to select textbooks (in accordance with ORS 337.120), teaching aids and materials.
 - The right to make assignments for all programs of an extra curricular nature.
- B. The above described Board functions shall not be considered to exclude other functions of the Board not specifically described, with the Board retaining all functions and rights to act not specifically nullified by this Agreement.

ARTICLE 4 NONDISCRIMINATION

Pursuant to ORS 659.850, Nondiscrimination, the Board hereby agrees that it will not discriminate against any teacher with respect to disability, race, religion, national origin, gender, sexual orientation, age, or marital status.

ARTICLE 5 PAYROLL DEDUCTIONS

- A. Association Dues

1. Dues Deduction Authorization

The Association shall notify the District of bargaining unit members who have elected to have dues deducted from their paychecks and shall identify the dues to be deducted from each member. In addition, the Association shall provide a formal letter from the OEA Membership Department that confirms that OEA possesses sufficient documentation of dues deduction authorization for those members. Upon request by the District, the Association shall make documented proof of dues deduction authorization for employees available for review. The District shall enact dues deduction changes on the pay period following a notification.

Withdrawing the payroll deduction for such dues may be accomplished by sending notification in writing to the office of the Council (2495 S. Pacific Highway, Medford 97501) prior to the thirtieth (30th) day of September of any year.

2. Processing OEA/NEA Dues Deductions

Dues deductions shall be made monthly in an amount equal to one-tenth (1/10) of annual dues, commencing with the month of October and continuing through the July pay period.

Deductions for employees who join the Association after the beginning of the school year shall be prorated on a ten-month proration schedule.

3. Remittance of Dues Checks

a. Data to OEA

Within ten (10) days after each pay period, the District shall send the Association an Excel-compatible register of the NEA/OEA/AEA dues, including voluntary Association contributions, deducted from each member's paycheck.

b. Payment to OEA

Within ten (10) days after each pay period, the District shall send to OEA, in a single payment, the combined NEA and OEA dues, including voluntary Association contributions, deducted for the month.

c. Payment to Grants Pass Education Association

Grants Pass Education Association dues payments will be deducted and paid separately from OEA/NEA dues and shall be remitted to the Association Treasurer.

4. Indemnification

The Association agrees to indemnify, defend, and hold the District harmless from employee or former-employee claims, orders, or judgments against the district concerning the dues deductions procedures outlined in this agreement. The Association's obligations are contingent upon the District: 1) giving the Association at least two-week's notice, in writing, of any claim; 2) and fully

cooperating with the Association and its designated counsel in the defense of the claim. The Association's obligation does not extend to criminal allegations or District conduct that would constitute an Unfair Labor Practice. In the event the District properly invokes this paragraph, the Association will provide the attorney to defend against the claim. In the event the District wishes to use its own attorney, the District will pay the fees and costs of said attorney.

B. Employee Information

1. Employee List

By the 25th of each month, the District shall provide to the OEA Membership Specialist an Excel-compatible database of each employee in the bargaining unit (both active members and non-members) that includes the last four digits of their social security number, employee ID, date of birth, first date of service, FTE, classification or title, PERS classification, worksite, position on the salary schedule, residential address, and residential phone number. Whenever a new employee is hired into the bargaining unit, the District shall provide the above information within thirty (30) days of hire.

2. Change in Employment Status

The District shall promptly notify the OEA Membership Specialist whenever an employee in the bargaining unit is placed on an unpaid leave of absence, retires, is laid off, resigns, or changes their name.

C. Tax Sheltered Annuities And Other Tax Deferred Compensation Plans

1. The District will establish and maintain a tax sheltered annuity plan (otherwise known as a "Section 403(b) plan") for the benefit of District employees and in accordance with applicable Federal and state law. The District may also institute other qualified tax deferred compensation plans for the benefit of employees. Such other plans will be reviewed with the Association prior to implementation through the Labor Relations Committee Mechanism described in Article 20.
2. The current list of Section 403(b) plan vendors is set out in Appendix C. This vendor list may change during the life of this contract due to the requirements of applicable Federal or State law governing such accounts. In addition, the District may elect to drop any vendors which have no contributing employees. The parties will review and mutually agree to any proposed changes to the District's Section 403(b) or other deferred compensation plan with teachers through the Labor Relations Committee mechanism described in Article 20, however, notwithstanding this provision, any changes required by Federal or state law will be made in a timely manner in accordance with such provisions. The District will notify teachers and the Southern Oregon Bargaining Council in writing within one month of the effective date of such changes.

D. Other Voluntary Deductions

1. The District agrees to deduct from the salaries of its regular teachers as requested by the teacher including the following approved voluntary deduction categories:

- a. Charitable Donations
- b. Voluntary Insurance Programs
- c. Savings Bond contributions

A listing of other voluntary deduction programs available within the above deduction categories is set out in Appendix C. Bargaining unit members may sign up for any other voluntary deduction program set out in Appendix C or which becomes available pursuant to subsection B of this Article.

2. In order to facilitate the processing of voluntary deduction payment transfers, if electronic fund transfer (EFT) payments can be made to a voluntary deduction program set out in Appendix C (or added pursuant to Section B), the District will establish an EFT mechanism for such programs and all payments to such programs will be made on the monthly payroll date.
3. In the case of non-EFT payments to a voluntary deduction program, the District will use its best efforts to transfer payments within 5 working days of the monthly payroll date.
4. In the case of an EFT payment voluntary deduction program, any bargaining unit member may request that an additional voluntary deduction program be added, however, the parties agree that no new non-EFT voluntary deduction program will be added unless 10 or more District employees sign up to participate.

ARTICLE 6 VACANCIES AND TRANSFERS

A. Definitions

1. Vacancies

A vacancy shall be defined for purposes of this Agreement as a vacant position within the District for which certification by the TSPC is required and the Board desires to fill such vacancy.

2. Reassignment

Reassignment refers to a change in a teacher's subject area, position, or grade level within a building.

3. Transfer

Transfer refers to a change in a teacher's subject area, position, or grade level from one building to another.

B. Posting

If the vacancy occurs during the school year, it shall be posted in a conspicuous and uniform place in each district building for not less than five (5) working days, and a copy shall be provided to the Council's local representative. Bargaining unit members submitting online applications during the five (5) day period shall be considered pursuant to Section D.

1. Extra-Duty Postings

When a vacancy occurs, the District shall post all assignments on the "Extra Duty Responsibility Index" for no less than five (5) working days at each District work site and mail a copy to the Council's local representative. Summer postings shall be made available on the District web page for five (5) days.

C. Summer Vacancies

1. Teachers who desire notification of summer vacancies shall file a written statement, on a form provided by the District and approved by the Council of such desire with the Director of Personnel no later than the last contract day of each school year. Such statements must be renewed annually.
2. If a vacancy occurs during the summer vacation, a copy of each opening shall be mailed or emailed by the District to each teacher who has requested in writing such notification. A copy shall be sent to the Council's local representative. The parties agree that employees shall have no less than ten (10) calendar days from the date of mailing in which to apply for such vacancy. If the vacancy occurs after August 1, but prior to the first day of the next school year, the ten (10) day posting period is waived. The District's obligation for notification during the summer months is limited to mailing of such vacancy announcement as provided above.
3. Bargaining unit members submitting online applications during the ten (10) day period shall be considered pursuant to Section D.

D. Filling a Vacancy

1. Upon notifying the requesting teacher of the receipt of his/her application, and after application timelines have been exhausted and applications reviewed, the District may fill any vacancy, provided, however, that prior to the filling of any such vacancy, applicants from within the bargaining unit shall have been interviewed.

2. In acting on requests for voluntary reassignments and/or transfer, the following criteria shall be applied by the District:
 - a. Individual qualifications
 - b. Instruction requirements
 - c. Staff availability and experience mix.
3. If a teacher's request for voluntary transfer has been denied, he/she will receive a written explanation of the reasons therefore from the Director of Personnel.

E. Involuntary Transfer/Reassignment

1. When a teacher is being involuntarily transferred or reassigned, he/she will have the opportunity to make known in writing to the appropriate administrator his/her wishes regarding the new assignment within two (2) working days after receipt of the notice of transfer or reassignment.
2. Notice of an involuntary transfer or reassignment will be given to the teacher as soon as possible.
3. When an involuntary transfer or reassignment is necessary, a teacher's professional training, experience, merit, and length of service shall be considered by the District as significant factors in the decision. The following process will be followed:
 - a. Volunteers will be requested and considered with the District making the final decision based on criteria set out in Section D. 2. above.
 - b. No teacher will be involuntarily transferred or reassigned more than twice in a four year period.
 - c. Other than transfers that are necessary to comply with District Policy, no elementary teacher will be involuntarily transferred or reassigned to a position that is more than three grade levels in difference.
4. An involuntary transfer or reassignment will be made only after a meeting between the teacher and the Director of Personnel, at which time the teacher will be notified in writing of the specific reasons for the transfer.
5. During the two weeks following the first day of school, the District may transfer teachers at its discretion for purposes of balancing class loads, taking into consideration paragraph E (3) of this Article.

- F. The assignment and transfer of teachers, whether requested or involuntary, shall not be subject to the grievance procedure culminating in binding arbitration set forth in this Agreement, except insofar as procedural matters are concerned. Failure to consider the criteria set forth in paragraphs D (2), and E (3) shall be deemed a procedural violation.

- G. As soon after September 15 as possible, the Director of Personnel shall make available to the teachers in the District the current personnel directory.

**ARTICLE 7
TEACHER ASSIGNMENTS**

All employed teachers will be given written notice of their class and/or subject assignment, building assignments, and room assignments for the forthcoming year not later than July 1.

- A. In the event conditions require changes in assignments after said date, the District agrees to provide such teacher with up to three (3) paid days in addition to scheduled inservice days prior to assuming the new assignment. These extra days may only be waived at the request of the affected teacher.
- B. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that each teacher’s student instructional contacts ideally should be no higher than the following optimum work loads*:

Kindergarten	23
Grade 1	25
Grades 2-3	27
Grades 4-5	29
Grades 6-12	180*

*No limit on Band, Music, Choir, Orchestra, and Physical Education. The LMC will meet to review resolutions/assistance options to address class size issues based on current student/program needs.

In the event the optimum work load is exceeded, beginning with the enrollment figures of the 11th school day, impact assistance to the teacher will be provided, as set out below. This assistance will be provided within 10 days of exceeding these work load limits and will continue to be provided through the current grading period or until the work load is reduced to the optimum work load level, at the discretion of the principal. Assistance must be requested by the teacher. The teacher and the principal will use best efforts to work collaboratively to schedule assistance during core instruction time.

Teacher’s Assistants shall not count toward the 180.

Impact assistance will be provided as follows:

1. As requested by the teacher, grades K-5 educational assistance up to 5 hours a week per student over the optimum work load. The teacher and the principal will work collaboratively to schedule the assistance.
2. Grades 6-12: teachers may seek resolution with building administration to include a request for more equitable balancing of work load, release time from assigned non-instructional duties for the duration of time over 180 students, and one of the following possibilities:
 - a. For 1-5 students over 180, one hour per week of clerical assistance;
 - b. For 1-5 students over 180, one hour per week of release time for grading;
 - c. For 1-5 students over 180, one hour per week of educational assistant time;
 - d. For 1-5 students over 180, eight hours of per diem rate of pay for the semester;
 - e. Appeal for resolution through the LMC.

3. Special Education Work Loads- Special education teachers may seek resolution/assistance (including a request for more equitable balancing of work loads) through discussions with the building principal and/or Special Education Director/Coordinator. If no resolution is reached through such discussions, the special education teacher can appeal for resolution through the LMC.

In addition, an Elementary Special Education Committee and a Secondary Special Education Committee, or a combination of those committees, will meet at least three times per year for each group. The Committees will be comprised of Special Education Teachers, Specialists, and Administrators.

Agenda items may include any issues relevant to special education programs or staff. The Director of Special Services will schedule meetings.

It is understood that the District's ability to meet these optimum work loads

depends on the level of state funding and financial ability; therefore, if the District determines in its sole discretion that it is unable to fund the provisions of this article, they will so notify the Council and the Council shall immediately enter into negotiation with the District under ORS 243.698 to replace this provision. The District will provide paid release for 3 bargaining team members for up to 2 preparation days and up to 6 bargaining sessions. If no agreement is reached after 45 calendar days, the parties will request mediation to occur between the 60th and 90th day. Bargaining invoked by the District on this article is separate from and independent of any bargaining over a successor agreement or another reopener, and ORS 243.698 shall apply regardless of whether other bargaining is going on concurrently.

ARTICLE 8 NON-TEACHING ASSIGNMENTS

Teachers shall not be required to perform the following non- teaching assignments outside the required normal work day:

1. Money collection
2. Bus duty
3. Chaperoning

ARTICLE 9 WORK SCHEDULES

A. Normal Work Day

Parameters:

- The normal teacher work day shall consist of no more than eight (8) hours (7-3/4 hours on Fridays) inclusive of a minimum of thirty (30) minutes duty-free lunch period.
- At the District's option, upon notification of the building principal
 - Secondary building starting times may be adjusted from 7:30 am to 8:30 am.
 - Elementary building start times may be adjusted from 7:00 am to 8:00 am.
- Individual start times and flexed prep times within these parameters must be mutually agreed upon between the employee and the principal.

Individual start times outside of these parameters must be mutually agreed upon between the District and the Association.

All time except lunch period shall be used for appropriate school business and teaching responsibilities. It will be considered an integral part of a teacher's contractual obligation to assist the administration with student supervision and control. Teachers will be expected to assume an active supervisory role not only in their respective classrooms, but before and after school, hall monitoring, recess, and various other times during the school day. These active supervisory roles will be equitably distributed among staff.

B. After-School Activities

In order to foster better student-teacher-community relations, teachers shall as a part of their professional responsibility participate in after-school activities no more than a total of four times per year for activities such as: parent/teacher organizations, commencement, literacy night and open house. The administrator has the right to determine that additional staffs are needed, if any, for additional activities. Attendance at after-school activities beyond the four allowed that the district requests shall be optional, and compensatory time will be provided in accordance with Section D. Upon notification and consent of the building principal, a teacher who has a commitment that cannot be fulfilled at any other time and which has been scheduled prior to the announcement of one of these after-school activities, may be released from attendance.

C. Meetings

A teacher shall be required to attend all individual, group or general building meetings when called by the building administrator and to attend all individual, group or general staff meetings when called by the Superintendent. When such meetings extend beyond a teacher's hours of formal responsibility, the teacher shall not be required to remain in excess of 30 minutes beyond the close of the teacher's school day and no more than 5 hours per year. These after school meetings must be scheduled no later than one week in advance (except in cases of emergency) and must include the purpose for the meeting.

D. Compensatory Time

Teachers may accrue compensatory time to use on an hourly, half day or full day basis. Compensatory time must be mutually agreed and recorded by the teacher and administration before it can be accrued. Compensatory time use will be arranged at a mutually agreeable time with the principal. Compensatory time may be carried over until the end of the school year at which time it shall be paid at the teacher's per diem rate if not used.

E. Preparation Time

Definitions:

Preparation time is continuous, uninterrupted teacher directed time provided for

teachers to ready themselves for their teaching assignment. It is understood that this does not preclude teachers from collaborating or working in teams as they see fit. Teachers will not be assigned or contracted to other duties during preparation unless specified in this contract. It is further understood that preparation time shall not be used for travel time between worksites.

The District will create Professional Learning Communities. A Professional Learning Community (PLC) is a group of educators that meets regularly, shares expertise, and works collaboratively to improve teaching skills and the academic performance of students. The PLC should be focused on instructional practices and student data and organize themselves around the following questions: What do we want students to learn? How will we know when each student has learned it? How will we respond when a student has difficulty or excels? Teachers will provide leadership appropriate to their teams. This time is within the workday, unless covered by other provision of this contract, and is separate from preparation time. If the District determines that it is unable to continue to provide this PLC Time, the District shall notify the Council in writing and will enter into negotiations with the Council upon demand.

1. All bargaining unit members shall have preparation time equal to:

Kindergarten, elementary and self-contained classrooms will have a minimum of sixty (60) minutes of preparation time each day. This may be divided into two (2) segments. Half time teachers will receive no less than 30 minutes of preparation time each day.

Secondary or subject area classrooms shall receive no less than one normal class period of preparation time each day. If secondary schools adopt a block or modified (hybrid) block schedule, the average daily preparation time for full instructional days over the course of a school year would not be less than the average preparation time for full instructional days on a traditional schedule over the course of a school year (no less than an average of 48 minutes per day).

In addition, Special Education teachers may request release time from the Special Services Director, to complete extended assessments, required paperwork and/or IEP development when necessary to comply with applicable legal requirements.

The district understands that prep time is important and will, therefore, minimize interruptions. In addition to IEP and 504 meetings, a teacher's preparation time may be interrupted for administrator-called building meetings and/or District meetings no more than 18 times during the school year.

2. At the discretion and with the consent of the affected staff, preparation time of middle and high school certified staff may occur under the following conditions:

- a. The purchase of any preparation time shall be solely for the purpose of teaching one additional class during the working day in a subject area which would not be considered a violation of applicable Highly Qualified teacher provision:
 - b. In the event that the assignment under these provisions is a class not normally taught by the certified staff member, s/he may request up to three paid days of preparation time.
 - c. Student contacts during the purchased preparation period will be determined by mutual agreement between the District and the teacher and are not subject to the daily or per period student contact limitation provisions of Article 7D. The provisions of Article 7D will continue to apply to the non-preparation portion of the teacher work day.
 - d. Preparation time purchase contract can be entered into at any time after the first day of school. For the first term of the school year, such contracts will be completed no later than the 20th working day of school. If such contracts are needed for subsequent terms of the school year, they will be entered into by the 10th working day of each subsequent term.
 - e. For staff on a semester schedule: Preparation time purchase contracts shall be compensated at a rate of 1/14 of that certified staff's regular pay per semester.
 - f. For staff on a trimester schedule: Preparation time purchase contracts shall be compensated at a rate of 1/21 of that certified staff's regular pay per trimester.
 - g. To the extent the preparation period purchase contract is terminated by either the District or the teacher, the teacher will be compensated on a pro-rata daily basis for the number of preparation periods worked.
3. Should the Board choose to place secondary preparation time outside the student contact day, the District shall notify the Council in writing and shall enter into negotiations with the Council upon demand and shall address the work load issues raised by this change. Work load modifications including, lunch times and length, placement of office hours, passing times, flex in the teachers work day, or other possible solutions may be discussed. Any modifications shall take into consideration budget, transportation, ODE required contact hours, and any other factors that may modify the ability of the District to implement such changes. Any work load modifications will take into account the considerations listed above and be mutually agreed upon.
 4. In addition to the preparation time guaranteed above, all elementary teachers shall have no less than thirty (30) minutes of non-student contact

time during the student contact day. If the District determines it is unable to continue to provide this non-student contact time, the District shall notify the Council in writing and will enter into negotiations with the Council upon demand.

5. Music and physical education instruction shall be balanced at each elementary school as evenly as possible taking into consideration available music and/or PE specialists and the number of students enrolled.
 - a. While Kindergarten through fifth grade students are being taught music and/or physical education by the specialists, the regular teachers shall consider such time as non-student contact time.
 - b. Recess will be scheduled in the morning, lunchtime and/or afternoon at each individual elementary building for a maximum of fifteen minutes for Kindergarten through grade five. The scheduled recess time shall be determined by the principal of each building. This in no way dictates to the teachers that they must take their classes out to recess. The intent is merely to have a predetermined time scheduled.
 - c. The District agrees to provide aide time for supervision during at least one of the scheduled recess breaks required in (b.) above.
6. When a new curriculum or program is adopted, planned or considered by Administration, the District will notify the LMC and Association representatives on the LMC may raise for discussion additional preparation time needs.

F. Early Release/Late Start

As part of the annual calendar development, the Board may replace instructional time with staff development time which could include professional development activities, staff development ideas and/or school improvement planning and teacher team preparation.

ARTICLE 10 RIGHTS OF PROFESSIONAL EMPLOYEES

A. Just Cause

Except as hereinafter provided, no member of the bargaining unit will be disciplined, reprimanded, suspended or discharged without just cause as defined as the Seven Tests developed by C. Dougherty in Enterprise Wire Co (46 LA359 [1966]).

B. Non-Renewal or Dismissal of Probationary Teachers

The non-renewal of probationary teachers and the dismissal of probationary

teachers shall not be subject to the just cause provision.

However, the probationary teachers shall be afforded the following:

1. All statutory rights provided by ORS 342.513 and ORS 342.835.
2. The evaluation procedure as provided in Article 12.

C. Dismissal of Licensed Teachers

Licensed teachers may be dismissed pursuant to the provisions of ORS Chapter 342. Dismissal of licensed teachers is not subject to the grievance procedure set forth in this contract.

D. Disciplinary Action

Any disciplinary action taken by the District will be subject to the grievance procedure contained in this contract except as may be limited above or by any other provisions of the contract. Information forming the basis for disciplinary action will be made available to the teacher at the time the action is taken. All disciplinary action will be shared with the Association at the time of placement in the employee's personnel file. Personally identifiable information will be redacted if the employee has not chosen to involve the Association as a representative.

E. Personal and Academic Freedom

Academic freedom is an integral part of the educational process. Each teacher is entitled to academic freedom in the classroom in the discussion and presentation of the subject matter he or she is assigned to teach, subject, however, to the evaluation procedure.

The religious and political life of an employee is not an appropriate matter of concern or attention of the District unless it adversely affects that teacher's performance in their assigned duties.

F. Evaluation of Students

Acknowledging the District's adopted grading system, the teacher shall maintain the right and responsibility to determine grades and other evaluation of a student. No grade or evaluation shall be changed except by the teacher with the approval of the building administrator.

G. Required Meetings or Hearings

Whenever any professional employee is required to appear before the Board or any committee thereof concerning any matter which could adversely affect the continuation of that employee in his/her office, position or employment, or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled

to have a representative of the Council or legal counsel present to advise him/her and represent him/her during such meeting or interview.

ARTICLE 11 COMPLAINT PROCEDURE

- A. If a complaint of sufficient gravity to warrant administrative action is registered with the District regarding a teacher's performance, the complaint shall be processed according to the procedure outlined below:
1. The full nature of the complaint shall be discussed with the teacher within five (5) working days of its receipt by the building principal or immediate supervisor unless it is impractical to do so within such time limit, because of the absence of one or both of the parties. The teacher may request a written copy of the complaint. An attempt shall be made to resolve the complaint informally.
 2. Teachers against whom complaints are filed shall be informed in writing of the disposition of such complaint within ten (10) school days.

If the District needs additional time to complete the investigation, an automatic five (5) day extension will be granted upon written notification stating the reasons for the extension. Any additional extensions must be requested in writing to the Association.

- a. Additional extension requests must state the reasons for the extension request.
- b. Approval of such requests will not be unreasonably withheld by the Association.
- c. It is understood that an additional extension will automatically be granted by the Association if the District investigation is dependent upon completion of an investigation by TSPC, police department, DHS or other law enforcement agency and notice of the outside agency investigation is provided to the Association.

Any complaint placed in the teacher's personnel file or materials placed in said file as a result of a third party complaint shall identify the complainant.

3. The supervisor receiving the complaint will advise the complainant of the opportunity to discuss the matter with the employee. This provision (A3) shall not apply with respect to complaints by students involving any allegation of sexual conduct or child abuse.

- B. At any meetings subsequent to the initial meeting with the teacher, the teacher shall have the right to be represented by the Council at such meetings or conferences regarding such complaint.
- C. Complaints which are not discussed with the teacher shall not be considered in the evaluation process or in any disciplinary action except when the conduct giving rise to the complaint would, if true, constitute grounds for suspension or dismissal of the teacher nor shall the foregoing have any application to complaints of such a nature that they may result in prosecution of suit or action, either civil or criminal in nature, against the member or the District.
- D. No bargaining unit member will be criticized in the presence of students, parents or other unit members.

ARTICLE 12 TEACHER EVALUATION

- A. The performance of all teachers shall be evaluated by the District in writing. All formal evaluations shall be performed by qualified non-bargaining unit members. Evaluators shall be trained regarding rights of teachers to express professional opinions in an appropriate time, place and manner. Probationary teachers shall be evaluated at least one (1) time during the school year and the evaluation shall be completed prior to March 1. Contract teachers shall be evaluated every other year, and the evaluation report shall be completed no later than five (5) working days prior to the teacher's last contract day except as otherwise agreed by the parties. Criteria for evaluation of all teachers shall be by state statute and the District's adopted evaluation procedures. It is understood that the adoption of the evaluation procedures shall follow state statute.

An Evaluation Committee will be established that consists of an equal number of District and Association members as chosen by the authorized representative(s) of each respective party. The District and the Association will insure that every level (elementary, middle and high school) will be represented on the committee.

- B. A copy of the written evaluation shall be submitted to the teacher at the time of personal conference or within ten (10) days thereafter; one copy is to be signed and returned to the administration, the other is to be retained by the teacher. In the event that the teacher feels that his/her evaluation was improper or unfair, he/she may put his/her objections in writing and have them attached to the evaluation report, to be placed in his/her personnel file with a copy to the Superintendent.
- C. Failure to follow the procedure specified in this article is a grievable matter which may be processed up to and including arbitration, but the substance of the evaluation is not grievable or arbitrable.

- D. Formal observations shall be for periods of no less than the equivalent of a full period in the secondary schools and a full lesson period of no less than thirty minutes in the elementary schools. Formal observations shall be followed by a conference with the teacher and the evaluator.
- E. Peer Assistance
 - 1. The District will offer peer assistance to any employee it determines to have a deficiency specified in ORS 342.865 (1) (a), (d), or (h) (if applicable) or who is placed on a program of assistance for performance reasons. The District may also offer peer assistance under any other circumstances it deems appropriate.
 - 2. The employee and the association shall jointly select the person(s) from the Grants Pass School District teaching staff to provide the assistance.
 - 3. Participation in peer assistance is voluntary. Both the employee offered assistance and the person asked to provide assistance may refuse to participate, with no adverse consequences or penalty.
 - 4. Except before the Fair Dismissal Appeals Board, or in a probationary teacher nonrenewal hearing before a school board under ORS 342.835 both of which would require mutual consent of the district and the teacher provided with peer assistance, no witness or document relating to, or arising from peer assistance will be used for any purpose, unless the employee receiving assistance specifically authorized its use. Except for the two exceptions mentioned above, the District will not prevent the employee from using such witnesses or documents as the employee sees fit.
- F. All bargaining unit members will be notified by September 30th of their supervisor(s)/evaluator(s).

**ARTICLE 13
TEACHER WORK YEAR**

The school work year for employees shall be within the confines of the school calendar and shall not exceed one hundred ninety days, not to exceed one hundred eighty days when pupils are in attendance with the exception of the Josephine County Juvenile Detention Education Program (JDEP) (see Appendix D). If the State mandates additional student contact days, the parties agree to enter into negotiations under ORS 243.698. The calendar will include the following and shall not be changed except in the event of emergency:

- A. Inservice/Clerical/Conference Days:
 - 1. Inservice/Clerical:

- a. Three (3) Inservice and two (2) Clerical days (clerical days in no less than half day increments) at the beginning of the school year.
- b. One and a half (1.5) Clerical days for teachers on a trimester calendar at the end of the first and second trimesters for the primary purpose of grading. The full 1.5 Clerical days shall occur prior to the commencement of conferences unless the teacher and principal agree to an alternative schedule for conferences. One (1) clerical day at the end of the third trimester to be used for the purpose of grading. This clerical time is not to be used for administrator called staff meetings.
- c. Two (2) Clerical days for teachers on a semester calendar during each semester for the primary purpose of grading. This clerical time is not to be used for administrator called staff meetings. One day should be one full day; the other day may be taken in two half-day increments.
- d. Itinerant teachers will spend clerical days proportional to their assignments.

2.Conference Days:

- a. Trimester Schedule: At least three (3) non-teaching days or the equivalent in the elementary schools for conferences with parents at the close of the first and second trimester. Student grade reports will be mailed out at District expense after the final grading period. Upon mutual agreement of the parties these days may be substituted for professional development. It is understood the change would be for all elementary buildings.

Kindergarten teachers shall receive the above time for each class taught.

- b. Semester Schedule: At least two (2) non-teaching days or the equivalent, mutually agreed upon by the parties, in the middle schools and the high school for conferences with parents during each of the two semesters. Upon mutual agreement of the parties, these days may be substituted for professional development. It is understood the change would be for both middle schools and/or the high school.

B. Non-Contract Days:

- 1. Five (5) consecutive days during mid or late March.
- 2. Winter vacation placed according to the way Christmas falls in the week, but never to be less than ten (10) calendar days.
- 3. Statewide In-Service Day
- 4. Thanksgiving Day

5. The day after Thanksgiving
 6. President's Day
- C. Paid Holidays: Four (4) Legal holidays
1. Labor Day
 2. Veteran's Day
 3. Martin Luther King Day
 4. Memorial Day
- D. Emergency Closure: In the event schools close for inclement weather or other hazardous conditions the District may restore up to two (2) designated, calendared restoration days. In the event that the District still does not meet the State minimum instructional hour requirements, additional instructional days will be restored to meet such requirements. Any extension or rescheduling shall be with no additional pay in excess of the teacher's yearly contracted salary. Staff will be notified of any extension no later than April 30.
1. When schools are closed for a full day, teachers are not required to be in attendance.
 2. When schools are delayed for two hours, teachers are expected to report to work two hours later than their regular reporting time.

ARTICLE 14

REDUCTIONS AND RECALL OF STAFF

- A. If the Board is contemplating a layoff of any teachers, it will supply the Council with a copy of the layoff list when completed and prior to the Board's notification of the individual teachers being laid off. Such layoff list will be in writing and will include the specific positions to be affected, the proposed time schedule, and the reasons for the proposed action. Any teacher who is to be laid off will be so notified in writing as soon as practicably possible. Such notice will include the proposed time schedule and the reasons for the proposed action.
- B. Seniority is defined as the length of service in the District. Leaves of absence granted by the Board do not constitute an interruption in service. All teachers shall accrue seniority from the date of hire. Date of hire shall be determined in accordance with ORS 342.934 (3)(b) "Determine seniority of teachers to be retained, based on first day of actual service with the school district inclusive of approved leaves of absence. Ties shall be broken by drawing lots."
- C. Except as hereinafter set forth, if a reduction in force is necessary, teachers shall be laid off according to seniority, in the inverse order of their length of employment with the District. However, if the District desires to retain a teacher

with less seniority than a teacher being released, the teacher being retained shall have more competence than the teacher with more seniority who is being released. Competence is defined as the ability to teach a subject area or grade level (elementary, middle or high school) based on recent teaching experience related to that subject or grade level within the last seven years, or educational attainments, or both, but not based solely on being licensed to teach. The district will consider a teacher's willingness to undergo additional training or pursue additional education in deciding upon questions of competence.

Probationary teachers shall not have significantly more competence. The only exception to this rule shall be teachers on Level 1 of the extra duty schedule.

- D. Nothing in this article shall interfere with the right of the District to discharge, remove or fail to renew the contract of a probationary teacher pursuant to ORS 342.835.
- E. If a vacancy occurs within the District for which the laid off teacher is certified, the recall procedure outlined below will be followed:
 - 1. Recall will be in reverse order of layoff.
 - 2. At the time of layoff, the District shall provide laid off teachers the opportunity to express in writing a desire to return to the District. The District shall also receive the teacher's address for recall notification. In the event of a recall, the District shall notify a teacher who has expressed a desire to return to the District of the recall by certified mail, return receipt, sent to the last address given by the teacher to the District office.
 - 3. At the time of layoff, the teacher may indicate in writing his or her desire to return to the District and shall provide the District with an address to which notices shall be sent. Teachers will have sixteen (16) calendar days from the mailing of such notice to notify the District in writing of his or her intent to return within thirty-one (31) calendar days of the date of such notice. Failure of the teacher to so respond within the time herein specified shall terminate such teacher's right to recall.
 - 4. Right of recall shall be limited to a period of twenty-seven (27) months following the date of layoff.
- F. The District agrees that upon recall of any teacher, he or she shall be restored to the status enjoyed prior to the layoff.

ARTICLE 15 PERSONNEL FILES

- A. Each staff member will have the right, upon request to the Superintendent, to review the contents of his/her personnel file, and to receive a copy without cost of any documents contained therein. This file shall contain all materials relevant to the staff member's employment and shall be the repository of such materials.

A staff member may, at his/her request, have a representative of the Council accompany him/her during this review. Each staff member's personnel file, subject to review, shall contain the following minimum information:

1. All evaluation reports.
2. Copy of the teaching and/or other certificates.
3. Complete transcripts of academic records.
4. Recommendation for permanent status.

The staff member may respond to any item placed in his/her personnel file and his/her response will be included in his/her personnel file.

- B. Any material relating to a staff member will be placed in his/her personnel file only after he/she has had an opportunity to review the material. The staff member will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The staff member has the right to submit a written answer to such material and his/her answer will be reviewed by the Superintendent, or his/her designee, and attached to the file copy.
- C. For the purposes of this agreement and State law, a principal's working file shall not be considered a personnel file. Materials generated after July 1, 2016 placed in a principal's working file will be properly dated and will be expunged after the evaluation cycle or after two years of placement in the working file, whichever is later. By July 1, 2017, the District will review working files created before July 1, 2016 and expunge any files that are more than two years old except (1) executed and delivered documents that should have been placed in a personnel file or (2) investigatory file documents. No document can be placed in a personnel file during this process until notification in writing has been made to the affected employee. If placed into the personnel file and not previously grieved, this notification will begin the fifteen (15) school days under Article 25 Grievance Procedure at Step 1. It is further clarified that for any working files longer than the evaluation cycle or two years, or not dated cannot be used by the District against the employee in any venue. Teachers may review contents of the working file upon request.

Investigatory files may be retained by the District Office Human Resources Department. General access to investigatory files will be limited in the same manner as personnel files. District access to investigatory files will be limited to the Superintendent, Assistant Superintendent, Human Resources Director or their administrative assistants as part of their responsibilities to maintain and access such files. Investigatory files will be maintained as long as necessary to comply with all applicable retention rules, statutes of limitation or other legal requirements after which they will be expunged.

ARTICLE 16

TEACHING CONDITIONS

A. Duplicating Facilities

The Board agrees to make available in each school adequate equipment and facilities to aid teachers in the preparation of instructional material.

B. Facilities for Teachers (Miscellaneous)

1. The Board shall make available in each school adequate lunchroom, restroom, lavatory facilities and at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge. Provisions for such facilities will be made in all future buildings.
2. In each classroom, or office used for itinerant teachers, a telephone shall be available for school business and emergency calls.
3. The District shall provide each teacher with appropriate protective gloves and upon request a blood spill kit. The District shall provide a written explanation of the use of such kits along with adequate warning of the nature of the Blood-borne Pathogens, its transmission and suggested prevention techniques appropriate to the District's usual and customary business, to all employees annually.
4. If a teacher identifies a safety concern, he/she shall meet with his/her building administrator to discuss the safety concern. If no solution is reached, the teacher shall contact the District Safety Officer or the Director of Personnel.

C. Use of Vehicles

1. Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance at a rate consistent with the allowable I.R.S. deduction in effect as of January 1st.
 - a. Itinerant teachers shall be provided time to travel from one site to another.
2. When more than one (1) school employee attends a meeting, the District will expect these employees to "pool" transportation, and mileage allowance will be made for only one (1) car. If the employees cannot agree on starting time or the use of cars, then the mileage allowance shall be divided among the people attending the same meeting.
3. The same allowance shall be given for the use of personal cars for field trips and other business of the District. Employees who transport students in their private vehicles must submit a proof of insurance form prior to departure and

complete the necessary District private vehicle transportation form which requires permission of the Superintendent or designee.

4. Employees are strongly discouraged from transporting students in their private vehicles.
 - a. The employee shall use rental vehicles, at the District's expense, when transporting student(s) who are under an employee's supervision, whenever possible.
 - b. If while under an employee's supervision, a student needs transporting, the employee should arrange for transportation by first contacting the student's parent/guardian and then the employee's building administrator(s). If the building administrator(s) is not available, the employee should next contact a district administrator(s). If a district administrator is unavailable, the employee should then contact local law enforcement through non-emergency channels. The District will provide on a wallet size card a current list of administrator and non-emergency law enforcement contact information.
 - c. If an employee chooses to transport any student(s) while under an employee's supervision, permission must be obtained from the Superintendent (or designee) or building administrator. When an employee uses a personal vehicle to transport students while under an employee's supervision, the employee's personal insurance is primary and the only insurance the District shall carry is secondary in nature protecting only the District's interests.

ARTICLE 17 STUDENT DISCIPLINE

- A. At the start of each school year, teachers shall receive an electronic copy of the Staff Handbook that references links to student discipline policies and procedures. Pupil discipline will be administered in accordance with the above.
- B. If the District proposes to change these student discipline policies and procedures, it will consult with the Council.
- C. Disruptive Students

When, in the judgment of a teacher, a student is, by his/her behavior continuously and seriously disrupting the instructional program to the detriment of other students, the teacher may temporarily remove the student from class and refer him/her to the principal or designee. The student shall not be returned to that class or room for the remainder of the period or, in self-contained classrooms, for no less than ONE HOUR, unless a lesser time is specified by the teacher, and not without a consultation between the teacher and the building

principal or his/her designated representative.

At all other times, when students are referred for disciplinary reasons, the teacher will be given timely notice of what action, if any, was taken. Such notice will be given prior to the student's return to the classroom unless extenuating circumstances make such notice impractical. When such disciplinary action occurs, the principal or designee will notify the parents, and when appropriate, recommended a parent teacher conference.

Whenever it appears that a particular student's behavior will impede the education of the balance of the class because of disruptions caused by said student, the affected teacher(s) will contact the site administrator to meet to resolve the issue. If an agreed upon resolution cannot be reached, the Association may bring the issue to the labor-management committee for resolution. The labor-management committee will call a special meeting within 10 school days if necessary to resolve the issue.

D. Responsibility to Inform

Subject to the limitations of the Family Educational Rights and Privacy Act (FERPA), ORS 336.187 and OAR 581-021-0340, employees with a legitimate educational interest will be notified prior to being assigned to work with or supervise student(s) who evidence behaviors that could present a safety problem to other students or the employee. To the extent allowable by law, employees will be provided with specific information about the known behavior pattern(s) of the student(s) and suggested strategies for managing those behaviors as soon as that information is available.

**ARTICLE 18
LEAVES OF ABSENCE**

It is the policy of the District to provide several specific programs involving leave of absence. As noted below, each type of leave provided has provision for salary determination. Requests for absences from the job for reasons other than those established by this agreement shall be submitted in writing to the Superintendent for his approval and all such leaves, if granted, shall be without pay.

Teachers are required to have lesson plans ready at all times in case of absence. The teacher should notify the building principal as soon as possible of an anticipated absence in order that arrangements may be made for a substitute.

A. SICK LEAVE

1. The Grants Pass School District provides that all employees shall be granted ten (10) days paid sick leave a year with unlimited accumulation.

a) Bargaining unit members who do not utilize any sick leave during the year shall be granted one Wellness Day (day off with pay) to be used during the subsequent year. There are no restrictions on when a bargaining unit member can use their Wellness Day except that it must be used during the subsequent year. At the employee's discretion, they may receive \$100 compensation payable at the end of the school year in lieu of the day off.

2. Sick leave up to ten (10) days shall be granted to a teacher for illness or injury within the immediate family. "Immediate family" as defined herein, shall include a teacher's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, sister-in-law, brother-in-law, grandparents, grandchildren, and any other member of the immediate household.
3. In addition to #2 above, use of accumulated sick leave up to fifty (50) additional days during a rolling 12-month period shall be allowed if the use qualifies under the Oregon Family Medical Leave Act (OFLA) to a teacher for illness or injury of a teacher's spouse, child, parent, father-in-law, mother-in-law, grandparents, grandchildren, and any other member of the immediate household.
4. Bereavement Leave- Each licensed person who is absent because of a death in his or her family; (who shall include a teacher's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, sister-in-law, brother-in-law, grandparents, grandchildren, and any other member of the immediate household) shall be permitted five (5) consecutive days without loss of pay. Two (2) consecutive days may also be taken and charged to sick leave. Teachers may be granted up to one (1) day, charged to sick leave in the event of death of a teacher's friend or relative outside the teacher's immediate family as defined above. In the event of the death of a teacher or student in the school district, the principal or immediate superior of said teacher or student shall grant to an appropriate number of teachers sufficient time off to attend the funeral.
5. Sick leave accumulated in any other Oregon school district shall be accepted pursuant to ORS 332.507.
6. The District shall provide each teacher an annual report on the use and accumulation of said teacher's sick leave.
7. The Association and the District will establish and manage a sick leave bank for employees. The purpose of the sick leave bank will be to extend to those employees' additional paid sick leave hours should a life threatening or other serious long-term illness or injury which exhausts the teacher's accumulated sick leave. The purpose of this sick leave bank is also to extend to those employee's additional paid sick leave hours for leave immediately following the birth or adoption of a child(ren).
 - a. Bargaining unit member's participation in the sick leave bank shall be voluntary.

- b. Requests for contributions of sick leave hours will be sent to all bargaining unit members at the beginning of each school year. This request form will include the previous year's beginning and ending sick leave bank balance. The maximum contribution of paid sick leave hours to the bank by any bargaining unit members shall be twenty-four hours per request. If at any time during the school year the sick leave bank balance falls below 240 hours, the District will issue another request for contributions.
- c. All sick leave hours contributed to the bank shall be deducted by the District from the contributor's sick leave account at the time of the contribution.
- d. Bargaining unit members shall only be eligible for use of sick leave bank hours after they have exhausted all their available sick leave and other paid leave.
- e. Sick leave bank hours can only be accessed by bargaining unit member who has a doctor's opinion stating that they are unable to perform their assigned responsibilities due to a life threatening, or serious long-term illness or injury of the bargaining unit member, spouse/domestic partner, parent, or dependent child. Life threatening or serious long term illness or injury for purposes of this provision is defined as an illness or injury which in the opinion of a medical doctor requires hospitalization or significant ongoing medical care or therapy for a period that exceeds the teacher's available accumulated sick leave. Bargaining unit members can also utilize sick leave bank hours for maternity/paternity leave immediately following the birth or adoption of a child(ren).
- f. The District and Association shall work cooperatively to implement the sick leave bank.
- g. Sick Leave Bank Committee:
 - 1. The Committee shall be composed of:
 - a. Two (2) District representatives appointed by the Superintendent and two (2) bargaining unit representatives appointed by the Association.
 - 2. The function of the Committee shall be:
 - a. To award or to deny a bargaining unit member's request for additional sick leave from the Sick Leave Bank.
 - b. To terminate the use of sick leave from the Sick Leave Bank for a bargaining unit member should he/she exhaust benefits, become ineligible or "misuse" benefits from the Bank.
 - 3. The Committee shall use a consensus-based decision making model to

make all Sick Leave Bank decisions.

h. Requesting Sick Leave Bank Benefits

1. A bargaining unit member shall submit a written request through the District Personnel Office to access days of sick leave from the Sick Leave Bank.
2. A bargaining unit member may be provided up to 30 days from the sick leave bank per each occurring long term illness or serious injury.
3. A bargaining unit member may be provided up to 15 days from the sick leave bank immediately following the birth or adoption of a child(ren). Members who are parenting the same child(ren) shall not each receive 15 days, but rather 15 days may be shared between them. These sick leave bank days cannot be used to extend FMLA leave.
4. The Director of Personnel will inform the Sick Leave Bank Committee when a request in writing is received from a bargaining unit member.

B. UNPAID MEDICAL LEAVE

The Superintendent is authorized to grant unpaid medical leave. The leave may not extend beyond eighteen (18) months and shall be without salary or District paid health care benefits except as required under FMLA/OFLA. The employee will be entitled to purchase district health insurance coverage for the duration of the leave.

The starting date of the leave shall be determined upon mutual agreement between the Superintendent and the staff member so the effective time of the leave is both in the best interest of the school system and consistent with the health and welfare of the teacher.

During the leave the staff member shall retain his or her position on the salary schedule and all accumulated benefits. Should the leave be for a period greater than five (5) school months, no accumulated sick leave will be granted for that year and no increment shall be earned on the salary schedule except if the leave is for a job related injury. When returning to duty, the teacher will be assigned to his or her former position, if possible, or to a position of like nature.

C. PROFESSIONAL LEAVE

All professional leaves must be authorized by the building principal or designee and approved by the Superintendent before such leaves are taken. Professional leave will not be granted for Council business.

D. PERSONAL LEAVE

Four days leave of absence per year for personal matters which require absence during school hours, non-accumulative as follows:

1. Two paid days which require absence during school hours.

No paid personal leave will be granted on the day immediately preceding or immediately following school vacation periods or holidays.

2. Two additional days will be granted provided the teacher is paid at half their per diem rate. No restrictions on use and no reason need be given to the District.

3. In either of the above categories, using the district personal leave form, notice will be given at least five (5) days in advance to the principal except in the case of an emergency. In an emergency, notice will be given as soon as possible.

4. Teachers will receive \$100 for each unused paid personal day.

E. SABBATICAL LEAVE

Sabbatical leave may be granted for further study with one-half (1/2) annual salary under the following conditions:

1. The written request outlining the proposed leave program must be submitted to the Superintendent by March 1 of the year before the leave is to be in effect.

2. The teacher has served a minimum of seven (7) consecutive years with the District.

3. A second sabbatical leave request will not be accepted within seven (7) years of such leave being granted.

4. That the teacher enter into an interest free promissory note agreement with the District for the total leave salary. This agreement shall stipulate that the note principle shall be reduced by one-third (1/3) for each year the teacher serves the District immediately following the leave. It will further stipulate that if the teacher is terminated (for reasons other than misconduct) or submits a doctor's opinion that the teacher cannot return to work due to a life threatening, or serious long-term illness or injury that prevents the teacher from fulfilling the three years of service, the teacher will not be required to repay the portion of the note principal attributable to the period of time the teacher is medically unfit to work.

The District will return the teacher his/her same (former) position following the year of sabbatical leave provided the teacher notifies the School District within a reasonable time of his/her intention to return to that position, and further provided that the District is able to hire an interim teacher to fill the one (1) year vacancy on a one (1) year contract, which said ability or inability shall be communicated to the teacher by May 1 of the year in which said leave

commences.

In the event the teacher's position cannot be filled on a one (1) year contract, the teacher shall be assigned a position befitting the employee's certification and qualifications except as may be limited by the Reduction in Staff provision of Article 14.

Persons taking unpaid leaves in this Article shall have the right to purchase insurance available under Article 22 at their own expense while on leave.

F. LEGAL LEAVE

1. An employee called for jury duty or who has received a legally enforceable subpoena to testify in either a legal proceeding or at a legislative hearing will receive full pay for the length of the jury or other service, except that part-time personnel shall receive pay only for that portion of the day that the employee regularly works.
2. The compensation paid to an employee for the period of leave shall be reduced by the amount of compensation or witness fees (excluding mileage) received by the employee for the services referred to above, or the employee may turn such compensation directly over to the District without any consequent deduction in the employee's compensation. An employee called under the conditions listed under this paragraph and who is excused from duty shall immediately return to work.

G. PARENTING LEAVE

1. The District will comply with provisions of Oregon law allowing teachers to take up to 12 weeks of leave for parenting purposes within the first year after birth or adoption of a child. Such leave shall be taken in one continuous leave period. Such leave will be unpaid unless the teacher requests to use any personal or accumulated sick leave or if they request and are awarded leave from the leave bank. The District will continue its contributions toward health insurance only during any paid portion of this leave.
2. Upon request of any teacher, unpaid leave in addition to that provided in # 1 above shall be granted to care for minor children. Leaves taken under this provision shall be for no less than one (1) school semester, subject to the provision that such leaves shall never extend beyond the remainder of the school year. Extensions of this leave may be granted at the sole discretion of the Board. In the event suitable substitute teachers are unavailable, child care leaves will not be granted until a satisfactory substitute becomes available. Unpaid Child Care Leave shall be without salary or District paid health care benefits except as required under FMLA/OFLA. The employee will be entitled to purchase district health insurance coverage for the duration of the leave.

H. UNPAID PERSONAL LEAVE

1. Upon written request of any teacher with seven (7) years of service to the District, unpaid leave of up to one (1) regular school year shall be granted. Such leave must commence at the beginning of any regular school year except in case of emergency.
2. No more than two (2) teachers shall be on personal unpaid leave pursuant to this paragraph (H) in any one (1) school year except as provided in 5 below.
3. Extensions of this leave may be granted at the sole discretion of the Board.
4. Eligibility for an additional personal unpaid leave would require an additional seven (7) years service to the District.
5. If more than two (2) teachers apply for personal unpaid leave under this paragraph (H) in any one (1) year, the decision as to which two (2) teachers are to be granted leaves shall be granted on a first come first served basis. Additional unpaid requests will be granted at the discretion of the Board.
6. Persons taking leaves under the provisions of this Article shall upon their return be returned to the position from which the leave was taken provided it exists. In the event the position does not exist, a position befitting the employee's certification and qualifications shall be provided except as may be limited by the Reduction in Staff provision of Article 14.
7. Unpaid Personal Leave shall be without salary or District paid health care benefits except as required under FMLA/OFLA. The employee will be entitled to purchase district health insurance coverage for the duration of the leave.

ARTICLE 19

COUNCIL RIGHTS AND PRIVILEGES

A. Information

Upon request, the Board agrees to allow the Council access to all public information necessary for its functioning as exclusive bargaining representative.

B. Released Time for Meetings

Whenever any representative of the Council or any teacher participates during working hours in grievance proceedings or in negotiations, conferences, or meetings called by the District, he/she shall suffer no loss in pay.

C. Use of School Buildings

Upon prior request, school facilities may be used for Council meetings at reasonable times during non-duty hours provided that such meetings shall not interfere with the normal school operations and providing that custodial staff is on duty. Non-duty hours are those times during the regular work day when students are not assigned and the District has not scheduled required meetings.

D. Use of School Equipment

The Council shall have the right to use school facilities and equipment, including computers, telephones, typewriters, Fax machines, copy machines, other duplicating equipment, calculating machines, and all types of audiovisual equipment at reasonable times, when such equipment is not otherwise in use. The Council shall pay for the reasonable cost of all materials and supplies incidental to such use, and for any repairs necessitated as a result thereof.

Use of District technology which involves access to the District's electronic communication system ("D7 net") will be subject to applicable District technology acceptable use policies and procedures. D7 net refers to the District's electronic communication system which includes computers, email, Internet access, applications, and any physical or wireless access within district property. The District's acceptable use policy will allow the Council use D7 net to gather signatures, conduct surveys, membership drives, and other Council related business, as long as this use does not violate state or federal law.

E. Bulletin Boards

The Council shall have in each school building the use of a bulletin board in each faculty lounge and teachers dining room. The Council shall also be assigned adequate space on the bulletin board in the central office for Council notices.

F. Mail Facilities and Mail Boxes

Inter-school mail facilities including E-Mail may be used for distribution of Council communications as long as such communications are labeled as Council materials and contain the name of the authorizing Council official. The District's E-Mail facilities are not secure communications. The use of such facilities shall be limited to times when members are not otherwise assigned to classes.

The District shall be held harmless against any litigation that results from any violation of state and/or federal regulations pertaining to inter-school mail.

G. Conference of Affiliates

A total of twenty (20) days per year shall be available, with the Council paying for substitutes for Council representatives to attend any conferences or conventions of state and national affiliated organizations including but not limited to Association of Classroom Teachers or Oregon Education Association

Representative Council. Representatives will not be entitled to District reimbursement for travel, meals, and lodging. Notice of the dates of attendance, together with the names of delegates, will be provided to the District five (5) days in advance of the conference or conferences.

H. Right to Speak at Meetings

1. Upon request, of at least one week in advance, a Council representative will be allowed up to ten (10) minutes to speak at the conclusion of any faculty meeting. If one-week advanced notice cannot be provided, the Council representative will be allowed at least five (5) minutes to speak at the conclusion of any faculty meeting.
2. Upon prior request, the Council's local representative (GPEA President) will be provided thirty (30) minutes during any District-wide Inservice meeting.

I. The Council will be provided with the names and addresses of all new teachers as soon as such information is available. This information will be sent to the Council president or his designee.

J. The Council shall be permitted to install and maintain a telephone in one District building at its own expense.

K. Whenever an employee cannot perform his/her scheduled duties because of his/her acceptance of a position in the United Teaching Profession, he/she shall, upon application, be granted a leave without pay for the period of time his/her office requires. An employee on this type of leave shall retain his/her place on the salary schedule. The employee will resume the same or similar teaching assignment when he/she returns. It is also understood that when a position of the United Teaching Profession requires only periodic leaves, an employee, upon application, will be granted leave with pay and will reimburse the District for such leave at the substitute rate.

L. The updated Board Policy handbook along with the Administrative Rules that support such policy will be available to the Council on the District Website. Any changes in either policy or rules shall be forwarded to the Council's representative. A copy of all Board Meeting agenda packets shall be sent to the Council's local representative.

M. A Labor-Management Committee consisting of three members chosen by the Association and three members chosen by the District will, except as otherwise provided in this agreement, meet quarterly if a request by either party is made in which case the parties will meet within fifteen (15) school days (unless both parties agree to extend), for the purpose of discussing and resolving non-grievance issues or problems of mutual concern. Any member of the group may suggest items for the agenda. The District will support the committee by providing appropriate Labor-Management training and adequate release time for committee members.

- N. 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 of the identity of the exclusive bargaining representative of the teachers.
- O. The Association shall be provided with one-hour of Association time during new hire orientation to meet with new bargaining unit members.

ARTICLE 20
DISTRICT SEPARATION/EARLY RETIREMENT BENEFITS

A. Separation Benefits

1. All bargaining unit members shall be eligible for separation benefits which shall accrue at the rate of one (1) day's salary per year of service with School District No. 7. This benefit shall become a vested right at age fifty-five (55) or PERS Retirement eligibility, whichever is sooner upon separation. This benefit shall also become vested upon death, or disability which is certified by a licensed physician, and is of such severity that the employee is unable to continue in his or her position. This paid separation fund is to accrue regardless of the number of years service. In case of death, the benefit shall be payable to the surviving spouse, domestic partner registered under Oregon law or if none, to the estate of the deceased employee.
2. The bargaining unit member shall receive his/her separation benefit in the month of the employee's official PERS retirement date.

B. Early Retirement Benefits

1. Qualification and Stipend Amount

When a bargaining unit employee has reached the age of fifty-five (55), or is PERS Retirement eligible, whichever is sooner, the District shall pay the retired employee a monthly stipend equal to one eighty-fourth of the employee's annual salary at the time of his/her retirement. Annual salary shall not include extra or extended duty compensation. The employee shall have the option of participating in the District's hospital-medical insurance program at his/her sole expense. It is expressly understood that an employee may not receive benefits under this plan and any District provided long-term disability plan simultaneously.

2. Stipend Period

All monthly payments under early retirement shall cease upon the occurrence of any of the following:

death of the retired employee;
the employee attaining age sixty-five (65); or
the District having made 84 monthly retirement payments to the employee.

It is understood that once the employee has been granted early retirement status, his/her rights hereunder cannot be terminated by the District.

3. Eligibility

The early retirement option is restricted to full time employees with at least fifteen (15) years service in District No. 7.

4. Review

The school board will review the cost effectiveness of the retirement program annually in July. If at any time this program shows a loss to the District, the board will amend or discontinue the retirement program.

5. Period of Application

Following the annual July review, the board will announce the availability of early retirement. Such announcement shall be made in July.

6. Eligible employees will be granted the above benefit upon application submitted no less than sixty (60) days in advance of their date of intended retirement.

**ARTICLE 21
INSURANCE**

A. Monthly Contribution Limits

The District's, monthly contribution amount will be as follows:

Time Period	District Monthly Contribution Limit *
1/1/17-9/30/17	\$1,125
10/1/17-9/30/18	\$1,175
10/1/18 – 9/30/19	\$1,225
10/1/19-9/30/20	\$1,300
10/1/20-9/30/21	\$1,375

October 1, 2019 through September 30, 2021

*There will be no District contribution to an employee health related savings account (FSA, HSA or HRA).

Employees enrolling in a Plan Option that costs more than the District's Monthly Contribution Amount shall have the portion of the premium in excess of the District's Monthly Contribution Amount withheld from their payroll for the month of coverage.

To the extent an employee chooses a health care option with a premium less than the District monthly contribution amount, employees can choose to add the difference to their HSA or FSA account or receive the difference as additional compensation on a monthly basis, in which case the employer payroll costs on that additional compensation shall be subtracted from the amount paid to the bargaining unit member.

B. Coverage and Plan Options

The available benefit package options for each applicable plan year will be recommended on an annual basis by the Insurance Committee and approved by the District and the Employees, as set out below.

The Insurance Committee will seek to recommend coverage and plan options which maximize available benefits given the District's monthly contribution limit.

The Insurance Committee will ensure that one available plan option qualifies as a Health Savings Account ("HSA") compliant high deductible health plan eligible for Health Savings Account ("HSA") contributions.

The Insurance Committee will be comprised of three certified staff, three classified staff, three administrative staff members, one confidential staff member and one retiree who is a member of the health care plan. Plan option recommendations for the following calendar year shall be determined by the Insurance Committee based on a 2/3 majority vote of the committee members and such plan option recommendations will be completed no later than 75 calendar days prior to the close of the health care plan year.

The Insurance Committee recommended plan options are subject to approval by all active employee groups (not retirees) based on an approval method to be determined by each active employee group. Each employee group will notify the District of their decision to approve or disapprove the Insurance Committee recommended options no later than 60 calendar days prior to the close of the plan year for reconsideration by the Insurance Committee. If employee group approval of recommended plan options cannot be obtained by 45 calendar days prior to close of the plan year, the District reserves the right to continue offering the prior plan year plan options with the employees being required to contribute the monthly premium amount for such coverage in excess of the District Monthly Contribution Limit amount.

- C. All qualified domestic partners as determined by the applicable health insurance carrier guidelines will be provided health care coverage as outlined above and any associated imputed income will be reported as required by federal or state tax rules.
- D. Other Provisions:
 - 1. The District shall continue to pay the District contribution amount for any employee who becomes disabled as a result of an on the job injury. Such coverage shall be maintained throughout the period of worker's compensation disability.
 - 2. Employees will have the option to participate in a Section 125 Benefits Plan with the sole cost to the District to be the set up fee and the administrative fees.
 - 3. Employees, by monthly payroll deduction, will pay the premium necessary to provide Long Term Disability coverage. Such benefits shall be sixty percent (60) of salary up to the maximum allowed under policy coverage limits with primary Social Security offset only after a ninety (90) day elimination period or any other benefit level chosen by the Association.

**ARTICLE 22
COMPENSATION**

- A. For the 2019-20 school year the salary schedule shall be as referenced in Appendix A-1. (1.75% cola increase on the 2018-2019 base).
- B. For the 2020-2021 school year, the 2019-2020 base will be increased by 2.5% cola (Appendix A-2).
- C. The extra duty salary schedule is referenced in Appendix B-1.
- D. Employees of School District No. 7 shall be paid once each month during the school year. If a regular pay date during the school terms falls on a day when school is not in session, teachers shall receive pay on the last day of the month that school is in session. When teachers sign out at the close of the school year they receive checks for the summer months.
- E. Teachers who have been employed by the District for one year and who have earned credits subsequent to their present degree, while employed by District No. 7, will be allowed advancement from one column to another on the salary schedule as follows (written notice must be submitted to the Personnel Office by September 15):
 - 1. For any courses that satisfy requirements for certification, or;
 - 2. For four year university/college level courses 200 or above, or;
 - 3. For any courses that lead to a degree.

- F. All teachers must have a valid Oregon Teaching License issued by the TSPC. Each teacher must have the required training, including majors and minors, to qualify him/her according to the state standard school requirements of Oregon.
- G. Salaries for extended contracts will be determined by calculating the teacher's monthly salary under the annual contract and applying this figure to the extended period of time. With the exception of educators who teach online credit retrieval, summer school teachers will be compensated at their per diem rate. Per diem is paid at the teacher's hourly rate under the contracted salary schedule. Teachers who teach online credit retrieval will be paid at the BA+45, Step 6 salary base, broken down to an hourly rate. Teachers, except those teaching online credit retrieval, will be paid for a minimum of sixty (60) minutes of preparation time for every 8 hours of summer school instruction pro-rated for less than 8 hour instructional days. For example, a teacher teaching a 4 hour summer school day would receive 30 minutes of paid prep time.
- H. Teachers, Speech Pathologists or School Psychologists who have completed or complete the National Board Certification (NBC) ASHA Certificate of Clinical Competence or National Licensure Certificate (NLC) will be paid a one time bonus equal to 5% of the base salary. Teachers or School Psychologists will be paid a one time bonus of 2.5% of the base salary upon renewal of such certification.
- I. Curriculum work will be compensated using the Certified Salary Schedule BA Step 1 salary base, broken down to an hourly rate of pay.
- J. Paychecks will contain line by line explanation of pay.
- K. For employees who have reached Step 15 on the BA +75 column, beginning with their 16th year with the district such employees will be paid an extra annual amount equal to 3% of the salary amount for Step 15 in the BA+75 column in the salary schedule applicable for each year they remain employed by the District.
- L. Bargaining unit members who have earned a Masters' Degree will receive an annual stipend equal to 5% of the BA step 1 salary base.
- M. Bargaining unit members who have earned a PHD will receive an annual stipend equal to 10% of the BA step 1 salary base.
- N. All bargaining unit members who will not receive a step in the 2019-20 school year will receive a one-time settlement payment of \$300, payable upon ratification and after board approval.

ARTICLE 23
POLICY GRIEVANCE PROCEDURE

The District, by district policy (GBM), has established a grievance procedure for the resolution of grievances arising out of a purported violation, interpretation or

inappropriate application of School District policies or administrative rules and regulations. The grievance, to be valid, must state clearly what District policy or administrative rule the grievance is filed under. The District policy concerning this procedure shall remain in effect during the term of this contract but matters affected thereby or subject thereto shall not be subject to the grievance procedures culminating in binding arbitration set forth in this agreement.

ARTICLE 24 GRIEVANCE PROCEDURE

The following procedure is to provide an orderly method for resolving grievances.

- A. A determined effort shall be made to settle such differences at the lowest possible level in the grievance procedure, and there shall be no suspension of work or interference with the operations of the school system. Meeting or discussions involving grievances or these procedures shall not interfere with teaching duties or classroom instruction, except when attendance is required by the District or the arbitrator in case of arbitration.
- B. For the purpose of this agreement, a grievance is defined as a difference of opinion regarding the meaning, interpretation, or application of this agreement.
- C. Grievances will be processed according to the following steps and within the stated time limits:

STEP 1:

An aggrieved teacher shall promptly attempt to resolve the grievance informally between the teacher and his or her principal.

If the grievance is not resolved informally, it shall be reduced to writing by the teacher who shall submit it to the principal. If a teacher does not submit his/her grievance to the principal in writing in accordance with Step 1 within fifteen (15) school days after the facts upon which the grievance is based first occurred or first became known to the teacher, the grievance will be deemed waived. The aggrieved teacher may be accompanied by one other member of the Council when presenting the written grievance.

The principal will reply in writing to the teacher with a copy to the Council within ten (10) school days after receipt of the written grievance.

STEP 2:

If the grievance is not settled in Step 1 and the teacher wishes to appeal the grievance to Step 2, the teacher may file the grievance in writing to the Superintendent of schools within ten (10) school days after receipt of the principal's written answer. The written grievance shall give a clear and concise statement of the alleged grievance including the fact upon which the grievance is based, the issues involved, the agreement provisions involved, and the relief

sought. The Superintendent or his/her representative shall thoroughly review the grievance, arrange for necessary discussions, and give a written answer to the teacher with a copy to the Council no later than ten (10) school days after receipt of the written grievance.

STEP 3:

Grievances not settled in Step 2 of the grievance procedure may be appealed by the Association to arbitration provided:

1. Written notice of a request for arbitration is made to the Superintendent within ten (10) school days of the Superintendent's decision.
2. The issue must involve the meaning, interpretation or application of a specific provision of the agreement.

When a timely request has been made for arbitration, the parties or their designated representatives shall attempt to select an impartial arbitrator. Failing to do so, they shall within ten (10) school days of the appeal, jointly request the Oregon Employment Relations Board to submit a list of five (5) 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 a name from the list and the fifth and remaining name shall act as the arbitrator.

The arbitrator shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a decision. The arbitrator shall have no power to advise on salary adjustments, except as to the improper application thereof, nor to add to, subtract from, modify or amend any terms of this agreement. The arbitrator shall have no power to substitute his/her discretion for that of the Board. A decision of the arbitrator shall, within the scope of his/her authority, be binding on the parties.

The Board and the Council will share equally any joint costs of the arbitration procedure, such as the fee and expense of the arbitrator and the cost of the hearing room.

GROUP GRIEVANCE:

If, in the judgment of the Council, a grievance affects a group or class of teachers, the Council may, with approval of the Superintendent, submit such grievances in writing to the Superintendent directly and the processing of such grievances shall be commenced at Step 2.

NO REPRISAL:

There shall be no restraint, interference, discrimination, or reprisal exerted on

any employee choosing to use these procedures for resolution of a grievance. It is agreed that the grievance procedure shall be the exclusive remedy for any alleged violation of any article of this contract which is subject to the above grievance procedure.

GRIEVANCE MORATORIUM

Notwithstanding the provisions of Article 25 the timeline for filing a grievance which is subject to the moratorium in ORS 342.895 (5), shall be thirty (30) employee workdays after the District sends written notice to the employee and Council which states: 1) an event has occurred which caused the moratorium to be lifted, and, 2) the teacher has thirty (30) workdays to file grievances which were subject to the moratorium.

GRIEVANCE MEDIATION:

By mutual agreement in writing and within the timelines specified by Step 3, the parties may agree to attempt to resolve any grievance matter by appointing a mutually acceptable neutral party. Such mutual agreement shall suspend the timelines for arbitration until such time as mediation can be completed. At any time during this process, either party may, by written notification reject the mediation. If mediation is rejected, Arbitration may be invoked pursuant to Step 3.

ARTICLE 25 SITE BASED DECISION MAKING

- A. The District and the Council agree that programs which provide increased opportunities for teacher involvement in building level Site Council decision making can foster the collegial exchange of ideas and information so necessary for effective professional practice, and can improve the educational process.

Site Councils will operate in accordance with District policy IFCA, section titled Duties as Adopted 2/24/04 and State law.

The duties of the Site Council are defined in ORS 329.704(1).

Site based decision making shall be limited to site specific issues raised by the site council related to site council duties and (except as provided below or otherwise by this agreement) shall not interfere with the duties, responsibilities and rights of the Board including (but not limited to) the Board's right to establish and revise the school calendar and schedule classes as set out in Article 3.

- B. The School Board shall appropriate one hundred fifty dollars (\$150) per teacher in each building for each school year. The Site Council may expend this money for its own operating expenses and/or to fund site-based decision-

making arrangements at individual schools.

- C. To facilitate the activities of the Site Council, each Site Council shall receive thirty (30) days of teacher release time to be used at the discretion of the Site Council.
- D. The Collective Bargaining Agreement will remain in full force and effect and have full application to the employees who are affected by a site-based decision making program, except as modified by mutual agreement by GPEA, the Council and the District.
- E. In the case of a secondary schedule change (other than a schedule change that places teacher preparation outside of the instructional day)¹, the school recommending a change will develop a schedule change committee that is comprised of no less than 60% certified staff. The committee representatives will be comprised of:

- i. Administration; and

- ii. Association departmental and grade-level members who are mutually agreed upon by the association and administration.

The committee will work collaboratively with all association members at the school to develop a schedule. Committee representative roles will include gathering input from staff, sharing committee work, and administering votes by secret ballot. The committee will determine operational ground rules to include a consensus model and timeline for developing schedule changes. When developed, proposed schedule changes will be reviewed by the school staff and a vote will be taken. If the schedule recommendation does not result in at least 60% approval (site-based staff only with abstentions not being considered as approval or disapproval votes), the proposed schedule will go back to the committee for review and adjustment. In the event that 60% approval is not met following the same criteria as noted above, one additional certified staff vote will take place. In the event that 60% approval is not met after the second vote, following the same criteria as noted above, the committee will decide to continue to review and adjust the schedule, or make a recommendation to the superintendent, who will verify the proposed

schedule meets all state laws and instructional minute guidelines. A proposed schedule that meets all conditions may be enacted.

¹ Secondary schedule change for this purpose is defined as any significant, structural change to a secondary school schedule. For example, a change from a traditional schedule to a block or hybrid block schedule or a schedule change that alters the secondary daily preparation time configuration after September 25, 2013. A significant, structural secondary schedule change does not include changes to lunch periods, bell schedule adjustments and any other non-significant schedule adjustments necessary during the school year.

ARTICLE 26 NO STRIKE AGREEMENT

The Council agrees that there will be no strike (which shall include any strike action, work stoppage, work slowdown, boycott, failure to report for duty, picketing during work hours, willful absence from work, or absence in whole or in part from the full, faithful or proper performance of duty during the assigned work day or during duties under an extracurricular contract, or other concerted action that constitutes a strike under the Public Employee Collective Bargaining Act, as interpreted by the Employment Relations Board) engaged in, authorized by, or approved by the Council or its members during the term of this agreement. It is understood that "demand to bargain" negotiation issues may go to "strike" thus not violating the intent of this article if all provisions of ORS 243.698 are met.

ARTICLE 27 JOB SHARING

- A. For the purposes of this agreement, job sharing shall mean the voluntary occupation, at District discretion, of a single staff position by two (2) individuals with each assignment the equivalent total of 95 full contract days for each staff member and half day kindergarten positions.
 - 1. Job sharing will continue from year to year at the discretion of the District; however, if the job sharing is terminated at the District's discretion each teacher shall return to the same status (i.e. part time or full time teacher status) he/she held prior to the shared position.
 - 2. Teachers may choose to return to their prior teacher status after the first year of job sharing. Thereafter, job sharing teachers who wish to return to full time status may compete for full time positions through the normal selection process.

- B. Shared time positions will be compensated as follows:
 - 1. Teaching salary will be 50% of each teacher's regular annual salary. The

experience and educational step for the teacher will be the same as he/she would be entitled to if employed on a full-time basis.

2. Division of the fringe benefit package shall be by written mutual agreement of the teaching partners with District approval, however, the District shall not be liable for more than one fringe benefit package. Teaching partners may continue on all benefit programs at their own expense.

ARTICLE 28 MISCELLANEOUS

- A. Only such existing and future work rules and benefits as are specifically covered by the terms of this agreement shall be affected by recognition of the Council and the execution of this agreement.
- B. If any provision of this agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any such tribunal, the remainder of the agreement shall not be affected thereby, and the parties shall engage in expedited negotiations, per ORS 243.698, for the purpose of attempting to arrive at a mutually satisfactory replacement for such provision.
- C. Any individual contract between the Board and an individual teacher 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.

ARTICLE 29 CONTINUING PROFESSIONAL DEVELOPMENT

- A. The District will initiate and maintain a continuing professional development plan that unit members may participate in to meet TSPC's Continuing Professional Development requirements. The District will reimburse teachers up to \$750 per year for continuing education courses pertaining to the subject areas they teach. The total amount available for all teachers District wide per year will be \$20,000 (twenty thousand dollars). Reimbursement will be awarded on a first come, first served basis based on the date proof of successful registration is received by the Personnel Office. Reimbursement payment will be made upon proof of successful completion of the continuing education course. Reimbursement will not be available for any courses for which teachers utilize student teaching vouchers.
- B. Members have the right to choose to participate in the District Continuing Professional Development plan or to develop their own individual Continuing Professional Development Plan (as provided by TSPC Professional Development

rules) which are incorporated into this agreement by this reference.

- C. With prior approval of Superintendent's designee, teachers shall be allowed to audit courses that have application to their teaching assignments or recertification/Continuing Professional Development plan for the purpose of meeting these requirements.
- D. Teachers may choose to attend workshops, conferences, or other professional development activities for the purpose of meeting these requirements.
- E. The District shall not unreasonably withhold signature of teacher's TSPC Professional Development plan.

ARTICLE 30 WORKLOAD

- A. Workload issues will be addressed through the Labor Management Committee (LMC). The first LMC meeting will be no later than the first week of October and will include a review of current teacher workload. Individual teachers with workload concerns will follow the steps outlined in Article 7 (2) (a) (b) and 7 (3). The LMC can make recommendations to the Superintendent that may include:
 - 1. Transfer or reassignment of students to balance classroom assignments/ caseloads;
 - 2. Adding certified or classified staff;
 - 3. Assistance or additional time to support specific activities, such as grading and reporting grades;
 - 4. Reduction of other duties;
 - 5. The purchase of preparation periods;
 - 6. Financial, physical space, time, or other limitations, and/or;
 - 7. Any other option deemed reasonable by the LMC
- B. The Superintendent may adopt, implement, or submit LMC recommendations to the Board of Education for its consideration, unless there is a duty to bargain.

ARTICLE 31 TERM OF AGREEMENT

This agreement, retroactive to July 1, 2019, shall be binding upon the Board, the Council and their members, and shall remain in full force and effect until June

30, 2023 with the exception of the Insurance and Compensation Articles, and up to one additional article by each party which will be reopened for negotiation between March 1 and April 30, 2021..

EXECUTION/SIGNATURES

Executed by the undersigned officers, by the authority of and on behalf of the School District No. 7, Josephine County, Oregon, Board of Education, the Grants Pass Education Association and the Southern Oregon Bargaining Council.

Kim Beggs
Bargaining Chair, Grants Pass Education Association

11/12/19
Date

Dary Richardson
Chairperson, Board of Education, Grants Pass School District #7

11/12/19
Date

M. Davis
Chair, Southern Oregon Bargaining Council

11-4-2019
Date

APPENDIX A - 1

GRANTS PASS SCHOOL DISTRICT NO. 7

Certified Salary Schedule

2019.2020 with a 1.75% COLA

STEP	BA	BA+15	BA+30	BA+45	BA+60	BA+75
1	43,787	45,276	46,815	48,407	50,053	51,755
2	45,276	46,815	48,407	50,053	51,755	53,514
3	46,815	48,407	50,053	51,755	53,514	55,334
4	48,407	50,053	51,755	53,514	55,334	57,215
5	50,053	51,755	53,514	55,334	57,215	59,161
6	51,755	53,514	55,334	57,215	59,161	61,172
7	53,514	55,334	57,215	59,161	61,172	63,252
8	55,334	57,215	59,161	61,172	63,252	65,402
9	57,215	59,161	61,172	63,252	65,402	67,626
10	59,161	61,172	63,252	65,402	67,626	69,925
11		63,252	65,402	67,626	69,925	72,303
12			67,626	69,925	72,303	74,761
13			69,925	72,303	74,761	77,303
14					77,303	79,931
15						82,649
Longevity						85,129

MA = 5% \$2,189
 PhD = 10% \$4,379
 Increment = 3.4%

APPENDIX A - 2

GRANTS PASS SCHOOL DISTRICT NO. 7

Certified Salary Schedule

2020.2021 with a 2.5% COLA

STEP	BA	BA+15	BA+30	BA+45	BA+60	BA+75
1	44,882	46,408	47,986	49,617	51,304	53,049
2	46,408	47,986	49,617	51,304	53,049	54,852
3	47,986	49,617	51,304	53,049	54,852	56,717
4	49,617	51,304	53,049	54,852	56,717	58,646
5	51,304	53,049	54,852	56,717	58,646	60,640
6	53,049	54,852	56,717	58,646	60,640	62,701
7	54,852	56,717	58,646	60,640	62,701	64,833
8	56,717	58,646	60,640	62,701	64,833	67,038
9	58,646	60,640	62,701	64,833	67,038	69,317
10	60,640	62,701	64,833	67,038	69,317	71,674
11		64,833	67,038	69,317	71,674	74,110
12			69,317	71,674	74,110	76,630
13			71,674	74,110	76,630	79,236
14					79,236	81,930
15						84,715
Longevity						87,257

MA = 5% \$2,244

PhD = 10% \$4,488

Increment = 3.4%

APPENDIX B - 1

EXTRA DUTY RESPONSIBILITY INDEX*

Extra duty responsibility index for 19/20 school year only. The District and Association will enter into negotiations during the 19/20 school year for added extra duty positions and changes to Appendix B-1 and Appendix B-3 to be implemented in the 20/21 school year. The District and Association will enter into negotiations by January 15, 2020 and complete negotiations by June 30, 2020.

Index Percentage ¹	Level	Extra Duty Position
17.50	Level 1	High School Head Football Coach
		High School Boys/Girls Head Basketball Coach
		High School Head Wrestling Coach
		High School Marching Band Director
		High School Activities Director
14.50	Level 2	High School Head Track Coach
		High School Head Baseball Coach
		High School Head Volleyball Coach
		High School Head Softball Coach
		High School Head Boys/Girls Soccer Coach
		High School Head Cheerleading Advisor
		High School Head Dance Team Director w/o Band
11.50	Level 3	High School Head Swim Coach
		High School Head Cross Country Coach
		High School Head Boys/Girls Golf Coach
		High School Head Boys/Girls Tennis Coach
		High School Assistant Football Coach
		High School Assistant Boys/Girls Basketball Coach
		High School Assistant Wrestling Coach
		High School Drama Advisor
		High School Orchestra Director
		High School Vocal Music Director
		High School Speech Advisor
		High School Core Leaders
		High School Leadership Advisor
		High School P.A.C. Supervisor
		High School Winter Band Director
		High School Broadcast Studio

10.00	Level 4	High School Assistant Boys/Girls Soccer Coach
		High School Assistant Track Coach
		High School Assistant Baseball Coach
		High School Assistant Volleyball Coach
		High School Assistant Softball Coach
		High School Assistant Dance Team Director
		High School TOKA Advisor
		High School Snowboard Coach
		High School Scroll Advisor
		High School Assistant Cheerleading Advisor
		High School Equestrian Coach
		High School Bowling Coach
		High School Ice Hockey Coach
		Middle School Activity Supervisor
8.50	Level 5	High School Assistant Cross Country Coach
		High School Vocational Coordinators
		High School Assistant Boys/Girls Golf Coach
		High School Assistant Swim Coach
		High School Marching Band-Musical/Visual Tech
		Elementary Computer Techs
7.50	Level 6	High School Assistant Marching Band Director
		High School Marching Band-Percussion Tech
		Middle School Head Coaches**
		Middle School Band Director
		Middle School Strings Teacher
		High School Link Leader
		Middle School Vocal Music Director
		Speech and Language Pathologists, Autism Specialists, School Psychologists/ Intervention Specialists
6.50	Level 7	Middle School 7th/8th Grade Coaches
5.00	Level 8	Middle School 6th Grade Coaches
		High School Associate Coaches
		High School Marching Band-Guard Visual Tech
		High School Senior Class Advisor
		Secondary TAG Coordinators
		Certified Special Education Personnel not described in Level 6

3.50	Level 9	High School 9th/10th/11th Class Advisors
		Curriculum Coaches
		Elementary TAG Coordinators
		High School Club Advisors (Vocational, Mock Trial, National Honor Society, etc.)

¹ The extra duty index percentage is applied to the Certified Salary Schedule BA Step 1 salary base to determine the extra duty compensation amount.

* This extra duty salary index establishes the pay schedule for the extra duty positions included in the above schedule. The District is not committed to budget or otherwise pay for such positions unless the District has entered into an extra duty contract for such extra duty services.

**With Association approval, extra duty contracts for band, orchestra, choir, and drama production help will be established in cooperation with the Head Director of the activity, Athletic Director, and Business Director.

**APPENDIX B - 2
EXTENDED PAY FOR POST-SEASON ACTIVITY**

- A. Head coaches and assistant coaches will be paid an additional stipend for OSAA-sponsored state athletic competition at the rate of 10% of the coaches' extra duty pay per week of competition when the entire team participates.
- B. Head coaches and the coach of the participating athlete will be paid an additional stipend for OSAA-sponsored state athletic competition at the rate of 7% of the coaches' extra duty pay per week of competition when individuals of the team participate.

APPENDIX B-3

EXTRA DUTY NON-INDEXED CHART

GPHS Counselors	7 Days X Daily Rate
GPHS Librarian	6 Days X Daily Rate
ELD Teachers	4 Days X Daily Rate
*PLC Team Leaders	\$450
Elementary, Middle, and High School	
Elementary Honor Choir Teachers	\$500

*PLC Elementary:

Kindergarten, 1st, 2nd, 3rd, 4th, 5th at each elementary school;

Elementary Music and PE District wide;

*PLC Middle School:

Language Arts, Science, Social Studies, Math, PE;

*PLC High School:

Social Studies (World Culture, US History, Government, Economics) Math
(Algebra, Geometry, Algebra II, Pre-Calculus, Algebra IA and IB) Language
Arts (9th, 10th, 11th, 12th, Pre-AP 9, 10)

Science (Physical World, Chemistry, Biology)

PE.

**APPENDIX C
VOLUNTARY DEDUCTION PROGRAMS**

<u>Tax Savings Annuities</u>	<u>Charitable Donations</u>	<u>Voluntary Insurance Programs</u>
Smith Barney	United Way	Mutual of Omaha
Great American Life Insurance	OEA Foundation	Symetra Life Insurance
Horace Mann Insurance	Academic Masters	First Investors
Putnam Investors Services	Oregon Education Association	New York Life
Metropolitan Life	GPHS Athletic Boosters	Standard Life
New York Insurance & Annuity		
Oppenheimer Mutual Funds/ First Investors Corp.		<u>Savings Bonds</u>
Safeco Life Insurance		Federal Reserve
Van Kempen Funds		
Standard Insurance		
State Farm Insurance		
American United Life		
Twentieth Century		
American Centurv		
The Vanguard Group		
Variable Annuity Life (AIG- Waddell & Reed		
Reliastar Life Insurance		
Mass Mutual		
ING Life Insurance Annuity		
Franklin Templeton Investments		
Section 457(b) Plan		
Oregon Savings Growth Plan		

APPENDIX D

Josephine County Juvenile Detention Education Program (JDEP)

Juvenile Detention Education Program (JDEP)

Program Overview	The Juvenile Detention Education Program (JDEP) is an ODE funded program to provide youth in county detention educational (including FAPE) services while housed in county detention facilities. JDEP teachers are fully licensed teachers and are employees of Grants Pass School District that will assess and instruct students while there.
Calendar	JDEP teacher will teach on a calendar according to ODE requirements. For example, the calendar currently includes: a 228-day calendar; 217 scheduled instructional days; 3 scheduled in-service days which will include both half and full days; 4 clerical days which will include both half and full days; and 4 paid holidays. There are no parent teacher conferences held for students in detention. The JDEP teacher will have 3 scheduled professional development days and may participate in other pre-approved GPSD7 or JDEP PD activities as applicable.
Instructional Day Schedule	Teacher day will be from 7:30 – 3:30 p.m. Teacher will be guaranteed a 30-minute lunch and a 48-minute prep daily. JDEP requires a minimum of 5.5 hours per student contact day of instruction.
Inclement Weather	When GPSD7 calls an inclement weather day, the JDEP teacher will also not report to work. Make up days for snow day restoration will be included on the calendar. If the number of snow days exceeds the restoration days, additional days will need to be made up in order to meet the 220 instructional days requirement per ODE. (220 includes both scheduled instructional days and professional development days as per ODE contract.)