

COLLECTIVE

BARGAINING

CONTRACT

2015 – 2016

Between

The Gervais School District #1

Marion County, Oregon

and

The Mid-Valley Bargaining Council

OEA-OACE/NEA

TABLE OF CONTENTS

<i>Article</i>	<i>Page</i>
1 Preamble -----	1
2 Recognition-----	2
3 Separability-----	3
4 Strike and Lockout-----	4
5 Teacher Work Year-----	5
6 Teacher Work Day-----	6
7 Safe Working Conditions-----	7
8 Evaluation -----	8
9 Teacher Rights -----	9
10 Leaves of Absence -----	11
11 Dues and Payroll Deductions -----	14
12 Council Rights and Privileges-----	15
13 Management Rights-----	16
14 Compensation -----	17
15 Extra Duty Schedule -----	18
16 Health Benefits -----	19
17 Tuition and Fees Fund-----	20
18 Layoff and Recall -----	21
19 Grievance Procedure -----	23

20	Complaint Procedure -----	27
21	Personnel Files-----	28
22	Vacancies and Transfers -----	29
23	Funding -----	30
24	School Councils -----	31
26	Duration of Agreement -----	32
27	Execution and Signatures -----	33
	Salary Schedule Placement-----	34
	2015-16 Salary Schedule -----	35
	2015-16 Extra Duty Salary Schedule -----	36 & 37

ARTICLE I

PREAMBLE

- A. This Agreement is entered into by and between the Board of Education on behalf of the Gervais School District No. 1, Gervais, Oregon, herein referred to as the District or the Board, and the Mid-Valley Bargaining Council/OEA-OACE/NEA, herein referred to as the MVBC, or Council.
- B. The intent of this Agreement is to set forth and record the basic and full agreement negotiated between the parties on those matters pertaining to wages, hours, and conditions of employment for licensed personnel included in the Council bargaining unit and supersedes all prior practices of the component districts, except as specified in this Agreement.
- C. There shall be two (2) signed copies of this Agreement for the purpose of records prepared by the District. One (1) shall be retained by the Council and one (1) by the District.
- D. Nondiscrimination
 - 1. The District shall not discriminate against any teacher because of age, race, marital status, religion, color, sex, national origin, or mental or physical handicap.
 - 2. Any complaint alleging any of the above stated forms of unlawful discrimination may be submitted in writing directly to the Superintendent unless it involves the Superintendent, in which case it shall be submitted directly to the Board. If it is not satisfactorily resolved by the Board, it may be submitted to an appropriate agency or forum. Nothing in this provision shall be construed to permit submission of such a complaint as a grievance to the grievance procedure in Article 19 of this Agreement.
 - 3. If the grievance alleges discrimination on the basis of Council activity, it may be submitted to the Employment Relations Board.

ARTICLE 2

RECOGNITION

The District recognizes the Mid-Valley Bargaining Council as the exclusive bargaining representative with respect to wages, hours, and conditions of employment for all employees of the Gervais School District #1 who are licensed, through TSPC, as a condition of employment, by the State of Oregon, excluding all supervisory, confidential and substitute licensed teachers. In the Agreement, the word "teacher" refers to all members of the bargaining unit. Teachers that retire from Gervais School District, and are PERS eligible, may not return for regular employment. If a teacher retires during the school year, he/she shall be permitted to complete the current school year if he/she chooses, and will continue to be a member of the bargaining unit.

ARTICLE 3

SEPARABILITY

- A. If any provision of this Agreement or any application of this Agreement to any teacher or group of teachers is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. Those provisions, if any, which are found to be contrary to law will be renegotiated and resubmitted as part of the contract.

- B. The parties agree to meet at mutually convenient times during the school year to confer and consult on items of mutual concern.

ARTICLE 4

STRIKE AND LOCKOUT

- A. The Council and its members agree that they will not participate in any strike, work stoppage, slow-down, or other concerted work action during the term of this Agreement.
- B. The District agrees that during the term of this Agreement there will be no lockout of teachers in the bargaining unit.

ARTICLE 5
TEACHER WORKYEAR

A. Calendar

The school work year will not exceed one hundred ninety (190) days including:

1. No more than one hundred seventy-five (175) student contact days;
2. Workdays:

No less than nine (9) work/grade days to be scheduled at the discretion of the District. A grade day shall be scheduled within two (2) weeks of the end of the grading periods. The last student contact day of each semester shall be a half day with students being dismissed by 12:00. The remainder of the day shall be considered work/grade time for licensed staff. Workdays/grade days shall be free of administrative meetings and inservices. District inservices shall be scheduled at the discretion of the district.

3. Five (5) school holidays:
 - a. Labor Day
 - b. Veteran's Day
 - c. Thanksgiving Day
 - d. Christmas Day
 - e. Memorial Day
4. Statewide Inservice Day shall be a contract day. Martin Luther King, Jr. Day and President's Day are non-contract days.
5. In exchange for not working during Thanksgiving week, teachers will work four (4) additional evenings (not to exceed a total of sixteen [16] hours) for parent teacher conferences per the School Board adopted calendar.

B. Calendar Review

The District shall submit its proposed school calendar to the Council for review and advisory recommendations at least two (2) weeks prior to the Board officially adopting the calendar.

ARTICLE 6

TEACHER WORKDAY

- A. The length of the normal teacher workweek shall not exceed forty (40) hours. The workday shall include at least thirty (30) minutes of duty-free lunch time. The location of the employees "workday" shall be defined as on district premises unless the employee has prior district approval for working off premises.
- B. Each full-time high school and middle school teacher shall, within the student contact day, receive one (1) uninterrupted class period for preparation. Preparation time and assigned work duty will be on a pro-rated basis, according to FTE.

Elementary teachers will be provided continuous thirty (30) minute preparation period during student contact time each normal workday.

Teachers shall be required to attend no more than two (2) meetings (not including IEP meetings) per week that are held before or after the student contact day. The time between the end of the student contact day and the end of the workday shall be used by the teacher to carry out job related functions such as parent-teacher conferences, faculty meetings, preparation and such other similar tasks as may be directed by their supervisor.

- C. On Fridays and/or when returning for evening school-related functions, the normal workday shall be one-half (1/2) hour less.
- D. All required extra duty beyond the regular teacher workday shall be compensated at the curricular hourly rate.
- E. Teacher shall attend up to four (4) scheduled parent conference days per school year. If the conference day extends beyond eight (8) hours, another thirty (30) minute duty-free meal break will be provided.
- F. If a teacher believes he/she has an excessive workload, the teacher may bring the matter to the principal for resolution. If the resolution is not successful, the teacher may bring the matter to the attention of the superintendent, whose decision in the matter will be final and binding.

ARTICLE 7

SAFE WORKING CONDITIONS

- A. Teacher attendance shall not be required whenever student attendance is not required due to inclement weather or other such unforeseen circumstances beyond the control of the Board. The teachers' pay will not be docked for days missed; provided, however, that the Council agrees that such days may be made up at the option of the Board without additional compensation. This provision does not apply to closure due to a lack of funds. In the event of a school closure due to lack of funds, the District acknowledges that the teachers are laid off and the provisions of Article 18 shall apply.

- B. The District will furnish a safe place of employment in accordance with ORS 654.010-654.015, ORS 654.022 and ORS 654.196.

ARTICLE 8

EVALUATION

A. Purpose

The purpose of the evaluation is to aid the teacher in making continuing professional growth and to determine the teacher's performance of the teaching responsibilities.

1. The licensed staff evaluation rubric forms identified in the District's evaluation system shall be used in accordance with ORS 342.850 for the evaluations of licensed staff. Probationary teachers shall be observed in the classroom at least two (2) times per school year. Other teachers shall be observed in the classroom at least once yearly. Observations for the purpose of evaluation shall consist of a minimum of one class period or 40 minutes. All observation shall be conducted openly. Evaluation of classroom performance shall be by observation except for evaluative statements based on documented professional malfeasance.
2. No teacher will be evaluated based on the performance of his/her students unless required by statute. As required by statute, the District will use the percentage of student performance required by the statute as part of any teacher's evaluation.
3. The District will implement a system of inter-rater reliability. Administrators will be trained annually in this system. This system will be shared with Association leadership.
 - a. Changes to the evaluation system shall be presented to the Evaluation Committee in its advisory capacity for review.
 - b. The district will provide relevant training on any evaluation system.

ARTICLE 9
TEACHER RIGHTS

A. Just Cause

No professional teacher shall be formally disciplined, reprimanded, reduced in rank or basic compensation without just cause. Just cause in this Agreement shall mean:

1. The District, before administering the discipline, must make an objective investigation in which the teacher has written notice of the charges and an opportunity to refute the charges. In order for discipline to be administered, the District must have substantial evidence or proof of the charge.
2. The severity of the discipline shall be reasonably related to the seriousness of the offense and the order or rule must reasonably be related to the orderly, efficient and safe operation of the District and be administered uniformly.
3. The teacher shall have the right to have representation of his/her choice and advance notice of all disciplinary meetings.
4. Teachers shall be given forewarning of the probable disciplinary consequences of their conduct, except for those offenses (including but not limited to theft, insubordination, and intoxication on the job), which by common knowledge may properly be expected to be disciplined.
5. Final decision(s) shall be rendered in writing.

B. Grading of Students

Within the framework of statewide and District standards, teachers shall have the initial right and responsibility to determine grades and other evaluations of students relating to their classroom performance. No grade or evaluation given by a teacher shall be changed by the District without prior notice and discussion with the teacher, if available.

TEACHER RIGHTS – Continued (Article 9)

C. Representation Rights

If an teacher is summoned to a meeting with any supervisor and one significant purpose of that meeting is to obtain information that may lead to disciplinary action or where the teacher reasonably believes the interview will lead to disciplinary action, then the teacher is entitled to bring a representative of his/her choice to the meeting who may advise and make suggestions. This right of representation shall not include those meetings where the sole purpose is to announce discipline or where the purpose of the meeting is to give work instructions. Teachers will be given reasonable advance notice of the general topic of meetings and the time and place. Teachers will be given time to secure representation; however, no meetings will be delayed for more than twenty-four (24) hours for a particular representative.

- D. Except as provided in paragraphs F, and G of this article, any such action taken by the Board, or any agent or representative thereof, shall be subject to the grievance procedure of this contract.
- E. All information forming the basis for disciplinary action will be made available to the professional teacher and the Council.
- F. This article shall not apply to the dismissal or the non-extension of a contract teacher, it being the intent of the parties that such matters shall be governed solely by the provisions of the Accountability for Schools for the 21st Century Law, ORS 342.805 to 342.937.
- G. This article does not apply to non-renewal or dismissal of a probationary teacher, it being understood that non-renewals or dismissals of probationary teachers are governed solely by ORS 342.513 and ORS 342.835.
- H. This article does not apply to retention or non-retention of extra-duty assignments.

ARTICLE 10
LEAVES OF ABSENCE

A. Sick Leave

1. District Benefit:

- a. Every teacher holding a regular full-time position shall accrue ten (10) working days sick leave with pay for each school year. For purposes of the District paid sick leave benefit, family member definitions shall be as provided in the statute OAR 839-009-0210. Unused sick leave shall accumulate without limit.
- b. A teacher coming from another Oregon district can transfer all accumulated sick leave into the District but may only use 75 of those days for illness after employment begins.
- c. Each teacher shall receive, with their paycheck, a written accounting of his/her use and accumulation of this sick leave.

2. Federal and State Protected Leave:

- a. Accrued sick leave may be taken for teacher and family member illness or injury and for approved FMLA/OFLA leave. For the purposes of FMLA/OFLA leave family member definitions shall be as provided in the statute OAR 839-009-0210. Sick leave and all other paid leaves must be exhausted prior to taking unpaid leave for these purposes.

B. Personal – Business Leave

Each teacher shall be entitled, each year during his/her regular employment period, a maximum of four (4) days, non-accumulative leave per year at regular pay. These days will be allowed for emergencies, critical illness, personal business, child adoption or religious observances which would necessitate an employee's absence from work. These days are to be taken in increments of full or half days. Personal business leave must be approved by the Superintendent or designee at least two (2) working days in advance of the leave unless there is an emergency. The superintendent or designee may use discretion in granting personal business leave days on a day immediately before or after a holiday, vacation period, or during the first or the last week of the school year including inservice or workdays. If the licensed staff member decides by June 1 of each year that they will not use some or all of the personal leave days, they will be compensated as follows in their June paycheck. (All anticipated personal leave requests must be put into the iVisions web portal by June 1 of each year. For any personal leave not scheduled, licensed staff will receive compensation according to the amounts listed. Any

personal leave days(s) that have been submitted to the payroll office will be deducted from the employee's available benefit for compensation and will no longer be available for personal use.)

- 1 unused day = \$ 50.00
- 2 unused days = \$125.00 (total, not per day)
- 3 unused days = \$250.00 (total, not per day)
- 4 unused days = \$400.00 (total, not per day)

Leaves of Absence – Article 10 Continued:

C. Bereavement Leave

1. District Benefit:

- a. Each teacher shall have available for his/her use, when necessary, five (5) days of bereavement leave without loss of pay. This leave shall be used only in the event of a death in the immediate family as prescribed by OAR 839-009-0210 to include siblings and siblings-in-law. Bereavement leave does not accumulate. The Superintendent or designee may grant additional unpaid days.

2. Federal and State Protected Leave:

- a. Each teacher shall have a total of ten (10) days (five days unpaid or using other paid leave types) per Oregon Family Medical Leave law. This leave shall be used only in the event of a death in the immediate family as prescribed by law OAR 839-009-0210 to include siblings and siblings-in-law.

D. Legal Leave

A teacher shall be granted leave with pay for service on a jury, provided, however, that compensation paid to such teacher for the period of the leave shall be reduced by the amount of the compensation received by the teacher for such jury service. Upon being excused from jury services during any day, a teacher shall immediately return to complete his/her assignment for the remainder of the regular workday. The above provisions shall also apply to service as a witness in response to a subpoena or other direction by proper authority. Subpoena leave is not available in any case where the teacher or the Council is a complainant in a case against the District.

E. Unpaid Leaves

- 1. A contract teacher, at the discretion of the District, may be granted a leave of absence without pay for up to two (2) years. Requests for such leave shall be submitted in writing and shall include a detailed explanation of the reason for such absence.

2. All requests shall be submitted to the District in time to allow a reasonable review. A response to such a request shall be given in time to allow the teacher adequate notice of its disposition prior to the period for which the leave is being requested.
3. During such leaves, which exceed one (1) month in duration, the teacher shall not continue to accrue any benefits. Arrangements may be made with the District to defer upon the teacher the costs of group insurance benefits for the duration of such leaves. Leaves of more than six months may require the teacher to move from the PERS system to the new successor retirement system when the employee returns to work.

F. Donation of Leave

With prior approval of the Superintendent, teaching staff may donate a portion of unused personal and sick leave to assist a fellow staff member who has exhausted their sick leave and personal leave prior to the end of the school year and is facing a catastrophic event. Personal leave may be donated in half day or full day increments. An individual may not donate more than five (5) days total of combined sick and personal leave.

ARTICLE 11

DUES AND PAYROLL DEDUCTIONS

- A. Any teacher who is a member of the Council or who has applied for membership may sign and deliver personally or through the Council to the Superintendent, an assignment authorizing deduction of membership dues in the United Teaching Profession (GEA-OEA-NEA). Such authorization shall continue in effect from year to year, unless revoked in writing as herein provided. Pursuant to such authorization, with the exception of local dues to be withdrawn totally the first month, the District shall deduct one-tenth (1/10) of such dues from the first regular salary check of the teacher each month for ten (10) months, beginning in September and ending in June of each year. Deductions for teachers who join the Council after the commencement of the school year shall be appropriately prorated so that payment will be completed by the following June. Deductions will be remitted to the Council monthly. Withdrawing the payroll deduction for such dues may be accomplished by writing a letter to the Council and to the Superintendent and delivered prior to the fifteenth (15th) day of September.
- B. Fair Share Agreement
1. The parties hereby enter into a fair share agreement for all purposes consistent with state and federal law.
 2. In the same manner as described in Section A, the District shall deduct from the monthly paycheck of each non member of the Council a fair share fee or payment in lieu of dues equal to one-tenth (1/10) of the annual dues of the Council until an amount equal to the entire annual Council dues has been deducted. The Council shall process such payments in accordance with the requirements of state and federal law.
 3. The deducted sums shall be remitted to the Council in accordance with its directions within five (5) days of the deduction.
 4. This fair share agreement shall be construed to safeguard the rights of teachers under ORS 243.666.
 5. The Council shall hold the District harmless from any claims of an objecting nonmember that the Council has made an illegal expenditure of fair share fees or that the extent of the payroll deduction is unlawful. This hold harmless agreement shall be void unless the District
 - (a) Gives notice of any such claim to the Council and;
 - (b) Tenders to the Council the defense of any claim.

ARTICLE 12

COUNCIL RIGHTS AND PRIVILEGES

A. Use of Mailboxes

The Council shall have the right to communicate with its membership through use of faculty mailboxes only so long as such communication does not interfere in any manner with the operation of the District's educational programs. Use of the District's email system shall be governed by District Policy.

B. Use of Facilities

The Council shall have the right of access to the school building and rooms at reasonable times for Council purposes providing there is no interference with the regular school program. The Council shall give the Superintendent notice in advance of the meeting.

C. The Council shall be allowed four (4) days paid leave per year for designated Council representatives to attend conferences and workshops pertaining to collective bargaining and reasonably related activities and training relating to employment relations. The Council shall pay for the cost of the substitute for the four (4) days leave. The Superintendent shall be given two (2) working days' notice in advance of such meetings. This time may be taken in one-half (1/2) day increments.

D. The Council may use building office equipment before or after the regular workday, provided the Council obtains prior approval from the superintendent or designee, but at no time may the Council have access to computers in the District office. The Council shall pay for any cost of materials and any repairs necessitated by its use of such equipment.

ARTICLE 13

MANAGEMENT RIGHTS

By way of illustration and not by way of limitations the management rights are as follows:

- A. To manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the employer;
- B. To continue its rights and past practice of assignment and direction of work of all of its personnel determine the number of shifts, hours of work, starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement and the right to establish, modify, or change any work hours, business hours or days;
- C. The right to direct the working forces, including the right to hire, promote, suspend, discharge, or transfer teachers, to assign work or extra duties to teachers, to determine the size of the work force and to lay off teachers;
- D. To determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules, and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein;
- E. To adopt reasonable rules and regulations;
- F. To determine the qualifications of teachers, including physical conditions,
- G. To determine the location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions, or subdivisions thereof and the relocation or closing of offices, departments, divisions, subdivisions, buildings or other Facilities;
- H. To determine the placement of operations, production, services, maintenance, or distribution of work and the source of materials and supplies.
- I. To determine the financial policies, including all accounting procedures and all matters pertaining to public relations;
- J. To determine the size of the management organization, its functions, authority, amount of supervision, and table of organization, provided that the employer shall not abridge any rights from teachers as specifically provided for in this Agreement; and
- K. To determine the policy affecting the selection, testing, or training of teachers, providing such selection shall be based upon lawful criteria.

ARTICLE 14 (see article 25)

COMPENSATION

- A. The Salary Schedule for teachers is attached to this Agreement as Appendix A and by this reference is incorporated herein.
- B. The per-hour rate of pay for a teacher working on an extended contract, special project or curriculum work shall be at the individual teacher's hourly rate of pay. This provision does not apply to extra-duty contracts, which are separate and apart from an extended contract or special project contract.
- C. The District shall reimburse teachers for mileage authorized by the Superintendent as necessary for school business at the IRS rate per mile.
- D. Payday shall be on the 25th of each month. If the 25th falls on a holiday or weekend, the teacher shall be paid on the last business day prior to the payday.
- E. Each teacher shall be paid on the basis of twelve (12) equal payments. Teachers will receive their July and August paychecks with the June check. .
- F. The District agrees to deduct from teachers' salaries for District approved teacher-designated tax-sheltered annuity and insurance programs. Minimum participation shall be five (5) teachers per program.
- G. The District agrees to use automatic deposit of a teacher's paycheck as long as the financial institution provides the service and the District does not incur any expense or require any administrative time. Teachers have the option of receiving their paycheck directly from the District.
- H. All compensation accrued under this agreement shall be prorated in proportion to the contracted hours of employment.

ARTICLE 15

EXTRA DUTY SCHEDULE

The extra-duty salary schedule is attached to this Agreement as Appendix B and by this reference is incorporated herein. The PERS pick-up is also applied to all of these extra-duty salaries. All extra-duty assignments shall be on a contract that is separate and apart from the teacher's regular contract. The District retains the right to subcontract out extra-duty assignments when no bargaining unit member is willing and qualified to serve in the assignment.

Article 16
HEALTH BENEFITS

- A. District agrees to pay up to \$1230 per teacher (.83 FTE or more) per month towards the composite premiums for insurance for the 2015-16 school year. Benefits for staff that are .50 FTE to .82 FTE will be pro-rated.

Full time employees that chose a high deductible plan that qualifies for a Health Savings Account and qualify for an HSA (Health Savings Account) will be offered an incentive paid into a HSA (Health Savings Account) for the difference between their TOTAL benefit package cost and the district contribution up to the maximum contribution allowed by the IRS. The district will contribute the difference into the participants account on a monthly basis.

- B. The Council has the choice of carrier and coverage as provided through OEGB.
- C. Teachers will continue to have the option of participating in the District approved Section 125 plan for dependent and health care.
- D. Teachers shall self-pay a Long-Term Disability Income Plan.
- E. Termination of Benefits

1. If a teacher's employment is terminated prior to the end of the school year, the District's payment of premiums shall cease as of the last month the teacher is employed.
2. If a teacher's employment is terminated between the end of the school year and the beginning of the ensuing school year, the District's payment of premiums shall continue through the month of August with benefits through the month of September.
3. Section F (1) above shall not preclude the teacher and District from negotiating a resignation agreement in lieu of termination.

- F. Temporary teachers who are contracted for less than 190 days, and more than 80 contract days shall be eligible for the same health insurance benefit levels as employees contracted for a full school year. Temporary employees, in accordance with insurance company regulations, shall be eligible to purchase benefits after their contract with the District expires at their own expense.

Unless the temporary contract is for one full academic year, there will be no district paid health benefits after the termination of the individual contract.

ARTICLE 17
TUITION AND FEES FUND

- A. Teachers are encouraged to apply for up to four (4) semester* or six (6) quarter* credit hours at the George Fox University rate as set by the university for Fall Term for master in education program course work or the dollar equivalent for workshop fees. The District will prepay tuition costs up to the four semester or six quarter credit hours per teacher for approved credit courses provided there is successful completion of the course. Teachers who seek pre-payment for courses to be taken during the summer will be required to sign a document acknowledging that if they fail to return to the District the following school year, they will be required to repay the District the amount of the tuition pre-payment. Teachers should notify the District of their intent to take credit courses by May 1.

In addition, the District shall also pay for registration or tuition fees and costs for text and/or supplies for coursework required by the District.

- B. Teachers must receive a passing grade (defined as a B or above or a “pass”).
- C. In the event a teacher does not verify completion of the coursework within six weeks of completion of the course or does not pass the course, the District will withdraw the prepaid tuition amount from the teacher’s next three (3) paychecks. This provision is waived if extenuating circumstances prohibit the completion of the course.
- D. The District may grant additional paid or unpaid days for teacher professional growth as determined by the Superintendent.

*1 semester credit hour = 1.5 quarter credit hours

ARTICLE 18

LAYOFF AND RECALL

A. Layoff

1. The District shall determine when layoffs are necessary and which programs shall be affected. If the Board has formally considered a layoff, it will immediately notify the Council. Such notice will be in writing and will indicate the programs, which may be affected and will explain the specific reasons for the layoff.
2. Layoffs will be conducted in accordance with ORS 342.934. Seniority shall be defined as the teacher's total length of consecutive service since the first day of actual service with the District as a teacher. Any teacher who is to be laid off will be so notified in writing at least 30 days prior to the effective date of layoff. Such notice will include the proposed time schedule and the reasons for the proposed action.

B. Recall

If within twenty-seven (27) months of layoff, a vacancy occurs within the District for which the laid off teacher is qualified, the recall procedure outlined below shall be followed:

1. At the time of layoff, the District shall provide the laid off teacher an 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 the desire to return to the District by mail sent to the last address given by the teacher to the District and a carbon copy thereof shall be mailed to the president of the Council at his or her last known address.

Those teachers responding to the recall notice will be rehired based upon the same criteria as described above for the initial layoff.

2. A teacher on the recall list shall have fourteen (14) calendar days from the mailing of said notice to notify the District in writing of his or her intent to be considered for the open teacher position with the acknowledgment that upon acceptance by the District said teacher will report for duty as a fulltime certificated staff person in such position within thirty (30) days of the date of said notice. Failure of the teacher to respond within the time provided herein shall constitute a waiver of the teacher's right to be recalled and shall be deemed to be a resignation in good standing.

Layoff and Recall – Article 18 continued:

All benefits to which a teacher was entitled at the time of his/her layoff, including unused accumulated sick leave and accrued years of seniority will be restored to him/her upon his/her return to active employment, and he/she will be placed on the proper step of the salary schedule for his/her current position according to his/her experience and education. A teacher will not receive increment credit for time spent on layoff nor will such time count toward the fulfillment of time requirements for acquiring tenure.

- C. Any teacher who is non-renewed or dismissed for the same, and only the same, reason or reasons which the Board could have used to conduct a layoff under this Article, will be afforded rights in accordance with Paragraph B above.

ARTICLE 19

GRIEVANCE PROCEDURE

A. Definitions

1. Grievance: A grievance is a claim by a teacher or the Council that a dispute or disagreement exists. Such claims must involve the interpretation or application of the terms of this Agreement.
2. The Grievant: "The grievant" is the Council or the teacher making the claim.
3. Teacher: Any professional teacher in the bargaining unit who meets the requirements of Article 2 of the Agreement.
4. Immediate Supervisor: The person who has the authority to resolve the issue.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level equitable solutions to the problems, which may from time to time arise affecting teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. Grievances should be processed as rapidly as possible, the number of days indicated for settlement or appeal at each level should be considered a maximum. The time limits can be extended by written mutual consent of the parties involved at any level of the procedure.
2. Except as otherwise indicated, days shall mean the days the District Office is open for business. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.
3. There shall be no restraint, discrimination, or reprisal exerted on any teacher choosing to use this procedure for the resolution of a grievance.

4. Financial Responsibility

Each party shall pay any and all costs incurred by said party. Arbitration costs shall be borne equally by both parties.

5. A grievance shall be considered resolved if:
 - a. The grievant receives a satisfactory resolution to his/her grievance;
 - b. He/she chooses to withdraw the grievance in writing; or
 - c. The grievant fails to appeal the grievance to the next level within the number of days allotted at that level.

D. Levels of Grievance

Level One

A teacher with a grievance shall present that grievance to his/her immediate supervisor in writing within twenty (20) school days of the occurrence, or within twenty (20) school days of the time when the grievant would reasonably become aware of the occurrence giving rise to the grievance. At that time the grievant shall explain the nature of the grievance, the section of the contract violated, against whom it is leveled, and what the grievant would consider an equitable solution to the grievance. From the date of the grievant's initial presentation of the grievance, the immediate supervisor shall have not more than ten (10) days to make a decision.

Level Two

If the grievant is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within ten (10) days after the presentation of the grievance at Level One, he/she may file the grievance with the Superintendent within five (5) school days after the decision at Level One or fifteen (15) school days after the grievance is presented, whichever is sooner. Within ten (10) school days after receiving the written grievance, the Superintendent shall render his/her decision in writing and share the decision with the grievant.

Level Three

If the grievant is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent, the teacher may, within five (5) school days after a decision of the Superintendent, or fifteen (15) school days after the grievance was delivered to the Superintendent, whichever is sooner, request in writing that the Council submit his/her grievance to the Chairperson of the Board. If the Council determines that the grievance is meritorious, it may submit the grievance to the Board within ten (10) school days after receipt of a request by the grievant. Upon receipt of the grievance, the Board shall have twenty (20) school days in which to meet and make a decision in regard to the grievance. Such decision shall be delivered to the grievant in writing.

Article 19 – Grievance Procedure Continued

Level Four

1. If the grievant is not satisfied with the disposition of his/her grievance by the Board, the Council shall have the right to have this matter submitted to binding arbitration. A written notice of submission to binding arbitration shall be forwarded to the Superintendent's office not later than ten (10) school days after the grievant has received the Board's decision.
2. A request shall be made to the Employment Relations Board for a list of seven arbitrators who are also members of the American Arbitration Association. The parties shall determine by lot who strikes the first name. The parties shall then proceed alternately until one name is left and that person shall be the arbitrator. Following the selection of the arbitrator, the parties will then be bound by the Voluntary Labor Arbitration Rules of the American Arbitration Association for the resolution of the grievance.
3. The arbitrator so selected shall confer with the representatives of the Board and the Council and hold hearings. He/she shall issue his/her decision not later than thirty (30) school days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issue are submitted. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusions on the issue submitted. The arbitrator shall be without power or authority to make any decision, which requires the commission of an act, prohibited by law, or which violates the terms of this Agreement. The arbitrator shall have no power to substitute his/her discretion for that of the Board in any manner not specifically contracted away by the Board. The arbitrator shall have no power to alter, modify, add to, subtract from, or disregard any terms of the Agreement. The decision of the arbitrator shall be submitted to the Board and the Council and shall be final and binding upon the parties.

E. Miscellaneous

1. Group Grievance

If, in the judgment of the Council, a grievance affects a group of teachers, the Council may submit such grievance in writing within twenty (20) school days of the occurrence or within twenty (20) school days of the time a grievant would reasonably become aware of the occurrence giving rise to the grievance to the Superintendent directly and the proceeding of such grievance shall be commenced at Level Two.

Article 19 – Grievance Procedure Continued

2. Teachers and Council

Any grievant may be represented at all stages of the grievance procedure by him/her or, at his/her option, by a representative selected or approved by the Council. The Council shall have the right to be present and state its views at all stages of the grievance procedure.

3. Written Decisions

Decisions rendered at Level One which are unsatisfactory to the grievant and all decisions rendered at Level Two and Level Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Council.

Decisions rendered at Level Three shall be in accordance with the procedures set forth in Section C of this article.

4. Other Complaints

Any other complaints that any grievant may have, which are not grievances as defined herein, may be presented and processed by the grievant as provided in "Levels of Grievance One, Two, and Three". Such matters are not subject to arbitration as they are not part of this Agreement.

5. This contract contains a grievance procedure as one means of resolving disputes. If any claim, suit, or charge is filed with any state or federal agency or court subsequent to the filing of a grievance and related to the grievance, the grievance shall be immediately withdrawn and considered null and void regardless of its stage in the grievance procedure. Any arbitrator's decision shall be rendered null and void. If any claim, suit, or charge is filed prior to filing a grievance, the Council and its members waive any and all rights to file a subsequent grievance related to the subject of the claim, suit, or charge.

6. If any grievance hearings are scheduled during working hours, teachers who are necessary parties in interest or necessary witnesses called to testify in a grievance hearing, will be excused to attend such hearing without loss of pay or other benefits.

ARTICLE 20
COMPLAINT PROCEDURE

- A. If a complaint is made against a teacher to the administration, it is to be processed by the building administrator under the following circumstances:
1. If the Superintendent or designee intends to make a record in the evaluation report of a complaint received concerning the teacher.
 2. If the Superintendent or designee intends to place a record of such complaint in the teacher's personnel file;
 3. If in the Superintendent or designee's judgment, such complaint is sufficiently relevant to the teacher's performance as to indicate the desirability of a conference.
- B. In compliance with Section A above, a conference shall be held with the teacher within ten (10) working days after the complaint is made to the administration.
- C. Any such complaint which the administration chooses not to discuss with the teacher or which is not discussed within the required time shall not be considered in the teacher's evaluation and shall not be used against the teacher in any subsequent action by the District.
- D. If a complaint is placed in the personnel file of the teacher, the complainant will be identified to the teacher.

ARTICLE 21

PERSONNEL FILES

- A. The official personnel files (paper and electronic) on all teachers shall be kept in a central location. Personnel files are confidential. Teachers will have the right, upon request, to review the contents of their personnel files and to receive a copy of any documents contained therein. Teachers shall not have the right however, to view confidential letters of reference received by the District prior to the teacher being hired. A teacher will be entitled to have a representative accompany him or her during such review of the teacher's personnel file.
- B. A teacher will have the right to indicate those documents and/or other materials in his or her file, which the teacher believes to be obsolete or otherwise inappropriate for retention. Said documents will be reviewed by the Superintendent or designee, and if the Superintendent or designee agrees, the documents will be destroyed.
- C. Evaluations, written disciplinary actions, or complaints may be placed in the file only if they have first been shown to the teacher. Only materials, which have been placed in the personnel file, shall be used by the District in any disciplinary action.
- D. The teacher will have the right to attach a written statement to any written material placed in the teacher's personnel file.

ARTICLE 22

VACANCIES AND TRANSFERS

A. Vacancies

1. Notice of vacancies for bargaining unit positions, which occur during the school year, will be posted in all school buildings. Vacancies, which occur during the summer months, will be posted in the District office and a copy sent to the president of the Council. Whenever activity vacancies occur that are not filled in the building where they occur, notice of such vacancy will be posted in the other buildings in the District.
2. Teachers in the District who are interested in filling a vacancy or making a transfer should make application within one (1) week from the date of posting. Such applications will be considered and those teachers interviewed, if available.
3. A teacher who wishes to be considered for a position or assignment which might develop during the summer months may place this desire in writing and shall keep the District office and Council informed at all times as to where he/she may be reached. If openings develop during the, summer vacation, the District will advise the teacher of the vacancy and the schedule for filling the position.
4. The foregoing shall not be construed in such a way as to prevent the District from complying with its affirmative action policy.

B. Transfers

1 Voluntary Transfer

Any teacher desiring a transfer to another building or a change of grade, subject, or activity assignment for the following school year shall submit a request in writing to the District office on or before May 1. Applications for transfer must be renewed annually.

2. Involuntary Transfer

- a. The Superintendent or his/her designee shall notify the affected teacher(s) of the reasons for the transfer at the time the action is to occur.
- b. When making transfers, the Superintendent may consider the training experience, specific achievements, service to the District, wishes of the teacher, and the needs of the District.

ARTICLE 23

FUNDING

- A. The parties acknowledge that revenue to fund the compensation and benefits provided by this Agreement are determined by the Oregon Legislature and that during a legislative year it is difficult to predict funding for the next year.
- B. The Board may, if it experiences any unexpected revenue shortage which would affect the Board's ability to fund the economic provisions of this Agreement, reopen negotiations regarding only the economic provisions of this Agreement. The Board shall make the sole decision whether an unexpected revenue shortfall has occurred, and that decision will be final and binding on the parties. Economic provisions are salary, extra duty and insurance.
- C. If the Board or the Council elects to reopen this Agreement, it shall notify the other party in writing and the parties agree bargaining shall commence no later than ten (10) calendar days after notice has been given to the Council or Board.
- D. If the District closes its schools for any reason, no member of the bargaining unit shall be entitled to any salary or fringe benefits provided in this Agreement while the schools are closed.
- E. This Agreement does not guarantee any level of employment.

ARTICLE 24
SCHOOL COUNCILS

- A. The establishment of 21st Century Schools Council is mandated by Section 14, chapter 693, Oregon Laws, 1991. The duties of any 21st Century Schools Council established by the District as required by law shall be as defined by District policy.

- B. As provided in ORS 336.745(3), bargaining unit members who serve on any 21st Century Schools Council shall be selected by a direct election of their peers.

- C. Any program plan/implementation that results from a site committee:
 - 1. Shall not violate any District policy, unless approved by the Board;

 - 2. Shall not violate any provision of the Agreement, unless mutually approved by the Board and the Council;
and

 - 3. Shall set no past practice or precedent with regard to contract negotiations, contract administration or grievances.

ARTICLE 26

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2015 and shall be binding upon the District, the Council and the members of the collective bargaining unit, and shall remain in full force and effect through June 30, 2016. The 2015-16 financial terms along with up to two (2) articles per group will be re-opened for bargaining for the 2016-17 fiscal year.

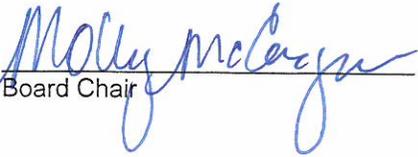
ARTICLE 27

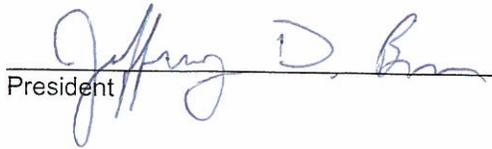
EXECUTION AND SIGNATURES

Executed this 7.16.15 at Gervais School District #1, Gervais, Oregon by the undersigned officers by the authority and on behalf of the Gervais School District #1 Board of Education and the Mid-Valley Bargaining Council/OEA OACE/NEA.

GERVAIS SCHOOL DISTRICT #1

MID-VALLEY BARGAINING COUNCIL


Board Chair


President

Salary Schedule Placement

A. These salaries are based on a one hundred ninety (190) day contract. The District will accept:

- Up to seven (7) years of prior teaching experience; or
- Five (5) years technical experience for vocational teaching positions and positions that TSPC declares a shortage area;

On July 1st, all teachers except temporary teachers will be advanced one step. By

October 30th of each year, teachers will notify the District of college credit moving them to another column.

B. Retirement Contribution: the District shall pay a 6% employee contribution to the defined contribution individual account program of the Oregon Public Service Retirement Plan (OPSRP).

C. If the state repeals any statute or administrative regulation allowing for PERS "pickup," the District will automatically increase each step of the salary schedule equal to the reduced percentage amount.

APPENDIX A-2 SALARY SCHEDULE 2015-16

Step	BA/BS	BA/BS +15	BA/BS +30	BA/BS +45	BA/BS +60 MA/MS	BA/BS +90 MA/MS +15
1	\$34,026	\$35,217	\$36,450	\$37,725	\$39,046	\$40,412
2	\$34,843	\$36,062	\$37,324	\$38,631	\$39,983	\$41,382
3	\$35,679	\$36,928	\$38,220	\$39,558	\$40,943	\$42,375
4	\$36,535	\$37,814	\$39,138	\$40,507	\$41,925	\$43,393
5	\$37,412	\$38,722	\$40,077	\$41,480	\$42,931	\$44,434
6	\$38,310	\$39,651	\$41,039	\$42,475	\$43,962	\$45,500
7	\$39,230	\$40,603	\$42,024	\$43,494	\$45,017	\$46,592
8	\$40,171	\$41,577	\$43,032	\$44,538	\$46,097	\$47,711
9		\$42,575	\$44,065	\$45,607	\$47,203	\$48,856
10			\$45,123	\$46,702	\$48,336	\$50,028
11			\$46,205	\$47,823	\$49,496	\$51,229
12				\$48,970	\$50,684	\$52,458
13				\$50,146	\$51,901	\$53,717
14				\$51,349	\$53,146	\$55,007
15				\$52,582	\$54,422	\$56,327
16				\$53,844	\$55,728	\$57,679
17					\$57,066	\$59,063
18					\$58,435	\$60,480
19					\$59,838	\$61,932
20					\$61,274	\$63,418
21					\$62,744	\$64,940
22					\$64,250	\$66,499

190 Day contract

BA/BS+60 on the 5th Column and BA/BS+90 on the 6th column will not apply to teachers hired after 7/1/99

% Down:	2.40%	\$33,097	=2015-16 Base
%Across:	3.50%	1.00%	=Increase on Base

Appendix B - Extra Duty Pay Schedule

High School

ATHLETIC

Step

	2015/16	
	Head Coach	Asst. Coach
1	\$ 3,403	\$ 2,305
2	\$ 3,537	\$ 2,396
3	\$ 3,680	\$ 2,491
4	\$ 3,827	\$ 2,592
5	\$ 3,980	\$ 2,694

The maximum credit granted for experience in-kind (Head Coach to Head Coach, JV to JV, or JV to Head Coach in the same sport) will be level 3.

High School Non Athletic

2015/16 Schedule

A.	Band Advisor	\$ 2,213
	Student Council Advisor	\$ 2,213
	Inkling Advisor	\$ 2,213
	Drama	\$ 2,213
	Pageant Advisor	\$ 2,213
B.	FFA	\$ 1,069
	HOSA	\$ 1,069
	Senior Class	\$ 1,069
	Yearbook	\$ 1,069
	FBLA	\$ 1,069
C.	Junior Class	\$ 668
	Sophomore Class	\$ 668
	Freshman Class	\$ 668
	National Honor Society	\$ 668
	REACH	\$ 668
	Aguila de Oro	\$ 668
	Computer Club	\$ 668
	Art Club	\$ 668
D.	Home Game Supervisors (per event)	\$ 45.69
	Chaperones (Dances/Activities - per event)	\$ 45.69
E.	Miscellaneous Extra Duties per hour	\$ 21.64
F.	Site Computer Tech, School Council	\$ 21.64

MIDDLE/ELEMENTARY SCHOOL

DESCRIPTION	2015/16 Schedule
ATHLETIC	
Intramural	\$ 835
Intermural (including Cheerleading)	\$ 1,604

NON-ATHLETIC

Duty in Lieu of lunch, break or prep. will be compensated at the teacher's per diem rate

Student Council, Drama Coach, Band Advisor, Yearbook Advisor	\$ 1,069
Miscellaneous Extra Duties (per hour) (i.e. Oddessey of the Mind, Penta Games, Dances)	\$21.64

DISTRICT	2013/14	2014/15	2015/16
Lead Teachers- Principal housed in building	\$ 703	\$ 471	\$ 316
Lead Teachers -Principal not housed in building	\$ 3,195	\$ 2,141	\$ 1,434
Mentor Teacher	\$ 1,474	\$ 988	\$ 662
National Board-Certified Teachers	\$ 781	\$ 523	\$ 350
ESOL Teachers	\$ 2,534	\$ 1,698	\$ 1,137
TAG Stipend	\$ 1,000	\$ 1,000	\$ 1,000
Counselors & Special Ed Teachers	\$ 3,782	\$ 3,782	\$ 3,782

- Tutoring will compensated at the per diem rate

Stipends for ESOL, Lead Teacher, National Board Certified and Mentor teacher will be phased out over the 2013-2016 SY as shown. These stipends are only available to staff that have received the full stipend for the last five consecutive years.