

COLLECTIVE

BARGAINING

CONTRACT

July 1, 2020 - June 30, 2023

Between

The Gervais School District #1

Marion County, Oregon

and

The Mid-Valley Bargaining Council

OEA-OACE/NEA

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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, sexual orientation, gender identity, national origin, or mental or physical disability.
 - 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, or any other licensing body, 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. If a teacher retires during the school year, the employee may be considered for employment in order to finish the school year based on board policy GCPC/CDPC and the AR.

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 a continuous forty-five (45) 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. Teachers 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. Association Dues

1. Dues Deduction Authorization

Prior to the first dues deduction of the school year, and then for any employee who becomes a member of the Association after the start of the school year, the Association shall notify and provide a list to the Gervais School District of bargaining unit members who have elected to have dues deducted from their paycheck and shall identify the dues to be deducted from each. The Association shall also notify Gervais School District when a bargaining unit member should no longer have dues deducted. Gervais School District shall enact dues deduction changes on the pay period following a notification.

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 pro-rated on a twelve-month proration schedule.

3. Processing GES Dues Deductions

Gervais Education Association dues shall be deducted from each member's paycheck in a single payment in a single payment on the September paycheck.

4. Remittance of Dues Checks

a. Data of OEA

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

b. Payment to OEA

Within ten (10) days after each pay period, The Gervais School District, shall send to OEA in a single payment the combined NEA/OEA/GEA dues, including voluntary Association contribution, deducted for the month.

5. Indemnification

The Association agrees to identify, defend, and hold the District harmless from employee or former-employee claims, orders, or judgments against the district concerning the due deductions procedures outline in this agreement. The Association's obligations are contingent upon the District: 1) giving the Association at least two-week's notice from the date they knew or should have known, in writing, of any claim; 2) and providing the Association and its designated counsel with information in its possession which is necessary for the defense of the claim. The Association's obligation does not extend to criminal allegations or actions brought against the District by the Association. 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 cost of said attorney.

B. Employee Information

1. Employee List

Each September 15th, The Gervais School District shall provide to the OEA Membership Specialist and Excel-compatible database of each employee in the bargaining unit (both active members and non-members) that include employee ID, first date of service, FTE, classification or title, worksite, position on the salary schedule and residential address. Whenever a new employee is hired into the bargaining unit, the Gervais School District shall provide the above information within thirty (30) days of hire.

2. Change in Employment Status

Gervais 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 and/or resigns.

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

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. Stipends for special education teachers, counselor positions, building testing coordinator and 504 facilitators: Most work of these staff should be accomplished inside the contracted work week. This stipend is intended to compensate for additional leadership responsibilities and time spent beyond the normal workday. If days are required beyond the contract year, compensation will be provided.
- D. The District shall reimburse teachers for mileage authorized by the Superintendent as necessary for school business at the IRS rate per mile.
- E. 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. Payday for November and December shall be on the last contract day prior to the start of Thanksgiving and Winter breaks. There may be slight modification to the pay date to adhere to the 35-day maximum between regular pay dates, per ORS 652.120
- F. Each teacher shall be paid on the basis of twelve (12) equal payments. Teachers will receive their July and August paychecks with their June check.
- G. 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.
- H. 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. 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 \$1485 for 2021-22 and \$1,550 for 2022-23 per teacher (.83 FTE or more) per month towards the composite premiums for insurance for 2020-21. Benefits for staff that are .50 FTE to .82 FTE will be pro-rated.

Full time employees that choose a high deductible plan, that qualifies for a Health Savings Account will be offered an incentive paid into their 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 participant's account on a monthly basis.

- B. The Council has the choice of carrier(s) 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 E (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 regular employees. Temporary employees working less than 80 days will receive pro-rated benefits determined by the number of days in their agreement.

Temporary employee insurance benefits will end the month following the employee's last paycheck from the district if after the 15th of the month, otherwise benefits will conclude at the end of the separation month.

ARTICLE 17

TUITION AND FEES FUND

- A. All permanent and temporary teachers (.5-1.0 FTE) 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. Teachers who fall below .5 FTE are eligible for up to two (2) semester* or three (3) quarter* credit hours. The District will prepay tuition costs 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 for summer courses.

Funds may be used to cover workshops, seminars and conferences up to the amount equal to the cost of the college credits described above. This does not include travel expenses, cost of materials and textbooks, parking permits, online fees, printing costs and other incidental fees.

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.

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.

Article 19 – Grievance Procedure Continued

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.

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.

Article 19 – Grievance Procedure Continued

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

1. The purpose of the complaint procedure is to resolve a matter to the satisfaction of the complainant, the teacher complained about, and the supervisor, if possible.
2. **Notification:** If, the supervisor determines the complaint to be serious enough to notify the teacher involved, the supervisor shall discuss the matter with the teacher and share all information received except that which the complainant asked to keep in confidence. This shall take place within 10 days or less after receipt of the complaint unless it is impractical to do so because of the absence of one or both parties. If the supervisor chooses not to notify the teacher of the complaint within these required timelines, that complaint shall not be used against the teacher in subsequent action by the District.
3. If the supervisor determines that further action, beyond (2) above is necessary, the supervisor will provide the teacher with:
 - a. The complaint summarized in writing and signed by either the complainant or administrator, and all related documents.
 - b. Before the investigatory interview, the administrator will provide, upon request, the primary sources of information that will be relied upon to substantiate the facts.
 - c. A meeting with the supervisor to respond to the complaint.
 - d. An opportunity, if the complainant agrees, for the teacher to meet with the complainant to solve the problem.
4. **Non-Discrimination:** A teacher shall not discriminate in any way against a student who may be directly or indirectly involved in the communication of a complaint.
5. **Representation:** An employee shall have the right to have an Association representative present at any time concerning a complaint that either party believes could lead to discipline in accordance with Article 7.

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 25

VIDEO SURVEILLANCE

A. Purpose

The District and the Gervais Education Association recognizes the need to ensure the health, welfare and safety of all staff, students and visitors to district property, and to safeguard district facilities and equipment.

Therefore, the District and Association agree as follows:

1. Video cameras may be used in common areas as deemed appropriate by the superintendent. Common areas of district buildings include but are not limited to: playground, hallways, lunchrooms, gymnasiums, parking lots, exterior grounds, shop facilities, computer labs and athletic participation areas. Video cameras will not be used in the classroom without consent of the teacher.
 - a. Specialized Classrooms: Video cameras may be used in specialized classrooms and programs where the nature of the program sees high risk student behaviors, with teacher and building administration agreement.
2. The District shall provide annual notification per district policy regarding the use of video surveillance. Each summer, before September 1, the Union President or designee may request a walk through in each building to be informed of the placement of all cameras. The district will also furnish a list of the superintendent's designee as referenced in section 4 at that time. If new cameras are placed in the course of the year, the President will be updated as soon as possible.
3. Information derived from the video footage shall not be used in the professional evaluation of a teacher unless the information was shared with the employee through an investigatory meeting and the employee received follow-up documentation ranging from a non-disciplinary letter of instruction up to and including a letter of reprimand. Additionally, a teacher is able to request information from video footage be used in their evaluation if the teacher feel that the video provides evidence in relation to a performance standard.
4. Video surveillance material shall remain strictly confidential to the full extent required be federal, state and local law governing student and personnel records, and District policy. Only the superintendent or their designee may review surveillance material and information.

ARTICLE 26

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2020, 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, 2023.

The Association and the District agree to re-open Article 14-Compensation; Article 16- Health Benefits; and Appendix B – Extra Duty Pay Schedule in Spring 2021.

ARTICLE 27

EXECUTION AND SIGNATURES

Executed this _____ 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:

- Licensed educators new to the District shall be granted a year of experience credit for each prior year of licensed education experience, or relevant experiences as determined by the district.
An educator must have served a minimum of 135 days in a particular academic year and for a single employer in order to have that year counted as a year of teaching experience.
- 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.