

**BARGAINING
AGREEMENT
Between**

**GEA
And
GLENDALE BOARD
OF
EDUCATION**

**JULY 2017–
JUNE 2020**

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CONTRACT BETWEEN
GLENDAL SCHOOL DISTRICT NO. 77
AND
GLENDAL EDUCATION ASSOCIATION

PREAMBLE

This Agreement is entered into **July 1, 2017**, between the **SCHOOL BOARD OF THE GLENDAL SCHOOL DISTRICT NO. 77**, Glendale, Oregon, hereinafter called the "Board" or the "District" and the **GLENDAL EDUCATION ASSOCIATION, OEA/NEA**, hereinafter called the "Association."

The intent of this Agreement is to set forth and record herein the basic and full agreement between the parties on those matters pertaining to wages and conditions of employment for the teachers in the bargaining unit.

ARTICLE 1 - RECOGNITION

In accordance with ORS 243 .682 and 243 .686, the Board recognizes the Glendale Education Association, OEA/NEA as the current exclusive bargaining agent on matters pertaining to wages and conditions of employment for all regular licensed teachers employed one-half time or more by the District. The term "Association," as used hereinafter, refers to the GEA or any group legally designated exclusive bargaining agent for the unit.

The term "teacher," when used hereinafter, unless otherwise indicated in this Agreement, shall refer to all half-time or more licensed personnel who hold a position in the District for which the employee is:

1. Required to hold a teaching license under ORS 342.125;
2. Is not a supervisory or confidential employee as defined in ORS 243.711; and
3. Is not either a substitute or temporary employee (under 30 days).
4. Unless otherwise specified, the term days as used in this Article, will mean teacher contract days.

ARTICLE 2 - DURATION OF AGREEMENT

The language component of this Agreement shall be effective July 1, 2017, and shall continue in full force and effect through June 30, 2020. The salary and benefits component of this Agreement shall be effective July 1, 2017, and shall continue in full force and effect through June 30, 2020. This Agreement, together with all the terms, conditions and effects thereof, shall expire on the dates indicated.

GEA & the Glendale School Board agree to enter into collective bargaining by exchanging initial proposals over a successor agreement on or before May 1st, 2020, unless otherwise mutually agreed upon by the GEA & Glendale School Board in writing.

All modifications to the Agreement shall be in writing.

ARTICLE 3 - TEACHER RIGHTS

- A. Rights and Protection in Representation: Employees have the right to form, join and participate in the activities of the Association for the purpose of exclusive representation on matters of employee relations. Employees also have the right to refuse to join or participate in the activities of the Association. No employee shall be interfered with, restrained, coerced or discriminated against by the District or by the Association because of the exercise of these rights.
- B. Professional Courtesy: Any questions or criticism by a supervisor, administrator, staff member or Board member of a teacher or the teacher's instructional methodology shall be made in confidence and not in the presence of students, other teachers, parents or at public gathering. Criticism of a supervisor, Board member, staff member or administrator by a teacher shall be made in confidence and not while in the performance of the teacher's duties or when addressing students. Board Policy will be followed concerning statements made at school board meetings.
- C. Discipline and Due Process: In cases where discipline extends beyond a verbal reprimand, no bargaining unit member shall be disciplined, reprimanded, reduced in rank or compensation, or discharged unless the following procedures have been met:

The bargaining unit member(s) has been given a written statement of the charges and the possible actions being considered as a consequence of those actions.

The bargaining unit member is given an opportunity to meet with the supervisor who is considering imposing disciplinary action, responding to charges, or being placed on a plan of assistance. The bargaining unit member has the right to have a representative pursuant to *Weingarten*.

1. Discipline taken must be related to the seriousness of the action causing the discipline.
 2. No evidence not previously recorded in an employee's personnel file prior to the notification of demotion, or other involuntary change in the employment status shall be used by the Board as a basis for its action.
 3. Discharge or non-renewal shall not be appealable beyond Level Three, the Board, of this contract's grievance procedure, except where the employee has the right to appeal to the Fair Dismissal Appeals Board, and then appeal shall only be to the Fair Dismissal Appeals Board. Appeal to the School Board through the grievance procedure shall meet the hearing requirement of the Fair Dismissal Appeals Law in the case of probationary teachers.
- D. The personal life of bargaining unit members shall not be the basis of discipline or evaluation except as said personal life may affect the teacher's performance or the teacher's professional rapport with the students and/or community.

- E. Labor Relations Committee: The Superintendent with or without a designee such as the Elementary Principal, and GEA president with another GEA officer may meet during the school year as a means of establishing ongoing communications and sharing of mutual concerns and interests.

The Superintendent and GEA president shall establish a meeting schedule on an annual basis. Meetings may be monthly or quarterly dependent upon the decision between the Superintendent and GEA president. Meetings may be canceled by either party if no issues are identified in need of discussion.

Scheduled meetings will be for the purpose of discussing ongoing labor-management issues, reviewing the contract, and recommending to the District and the Association solutions, contract interpretations, or interventions necessary to continue the collaborative efforts by both parties. It is expressly understood by the parties that the committee shall have no authority to negotiate terms and conditions of employment or modify or amend any provision of this Agreement, nor shall it have authority to adjust grievances.

ARTICLE 4 - ASSOCIATION RIGHTS

- A. Information Availability: Upon request, the Board agrees to furnish the Association readily-available public information necessary for its functions as exclusive bargaining representative and as it relates to administering the collective bargaining agreement, provided that the same is not exempt by law.
- B. Building Use: The Association and their representatives shall have the right to use school buildings for meetings provided that there is no interference with the regular school program. The Association shall pay for actual costs incidental to the use thereof and for any repairs necessary as a result of such use. Approval by the building principal shall be required. If such approval is denied, reasons will be stated. When District buildings are used for Association business or meetings, the Association and/or its representative(s) will be subject to all applicable Board policies and laws.
- C. Use of School Equipment: The Association shall have the right to use school office copiers, computers, calculators and all types of audiovisual equipment at reasonable times when equipment is not otherwise in use. The Association shall pay for the actual costs of all materials and supplies incidental to use such and for any repairs necessitated as a result thereof approval by the building principal shall be required. If such approval is denied, reasons will be stated. All Association use of District equipment provided for in this Section will be subject to all applicable Board policies and laws.
- D. Bulletin Boards: The Association shall have, in each school building, a bulletin board for the purpose of keeping members of the Association better informed of social, charitable and representative activities, provided all materials shall be identified as Association materials. The District shall have the right to restrict Association use of bulletin boards if the effect of such use is defaming to any individual or contrary to law.
- E. Courier Service, Teacher Boxes and E-Mail: The Association shall have the right to use the inter-school courier service for items related directly to school business, teacher boxes and e-mail as it deems necessary and without the approval of the building principals or other members of the administration as long as materials are labeled as Association materials and are not related to politics, elections, or strike preparation. Any information sent over the District email system or saved on District computers may become subject to public disclosure. The District shall have the right to restrict Association use of the courier service, teacher boxes or e-mail if the effect of such is defaming to any individual or contrary to law or in violation of District policy.
- F. Association Representatives: Association representatives shall have access to work areas to conduct Association business before and after work hours and lunch breaks. The Association may announce a scheduled Association meeting time at the end of staff meetings.

ARTICLE 5 - ASSOCIATION DEDUCTIONS

- A. The Board agrees to deduct from the salaries of its teachers, dues for the National Education Association. Oregon Education Association and Glendale Education Association. The District shall disburse such monies to the associations. The Association shall cash the checks within 60 days.
- B. The Association shall certify to the District, in writing, the current rate of its membership dues and the OEA/NEA dues. Notice of change in the rate of membership dues shall be given in writing to the business office prior to the effective date of such change.
- C. Fair Share: Teachers who choose not to become members of the above-named Associations will be required to make payment in-lieu-of-dues to the employee organization. (ORS 243.650(10)) This amount will be deducted from non-member paychecks in the same manner and amount as it is from Association members.

Any teacher, "based on bona-fide religious tenets or teachings of a church or a religious body of which such employee is a member," may pay the above payment-in-lieu-of-dues to a nonreligious charity mutually agreed upon, in writing, by the teacher and the Association. (per ORS 243.666)

To access this charity option and a "Fair Share" reduction the Fair Share employee must mail to the Association a written objection each year.

The "Procedure to Object" and/or the time lines are clearly spelled out in the Associations "Notice to Fair Share Fee Payers."

- D. The Association agrees to hold the District harmless against all claims, suits, orders or judgments brought against it as a result of the provisions of this article. If there is a claim made against the District as the result of the application of any of the provisions of this article, the Association agrees to pay the cost of legal counsel, of the District's choosing. The parties agree the District shall select legal counsel at a comparable rate the Association pays for representation.

ARTICLE 6 - DISTRICT FUNCTIONS/MANAGEMENT RIGHTS

- A. It is recognized that the Board has, and will continue to retain, the rights and responsibilities to operate and manage the school system and its programs, facilities, properties and teaching activities of its employees.
- B. Without limiting the generality of the foregoing paragraph, it is expressly recognized that the Board's operational and management responsibility includes:
 - 1. The right to determine location of schools and other facilities of the school system, including the right to establish new facilities and to remodel, relocate or close old facilities;
 - 2. The determination of the financial policies of the District, including the general accounting procedures, inventory of supplies and equipment procedures and public relations;
 - 3. The determination of the management, supervisory, or administration organization of each school or facility in the system and the selection of employees for promotion to supervisory, management or administrative positions;
 - 4. The maintenance of discipline and the control and use of the school system property and facilities;
 - 5. The determination of safety, health and property protection measures where legal responsibility of the Board or other government unit is involved;
 - 6. The right to enforce rules and regulations now in effect and to establish new rules and regulations from time to time not in conflict with this Agreement;
 - 7. The direction and arrangement of all the working forces in the system, including the right to hire, suspend, discharge, discipline, or transfer employees;
 - 8. The right to suspend or dismiss employees from duty for poor or unacceptable work, or for other legitimate reasons, as per Oregon Revised Statutes and the provisions contained in Article 5, Section D of this Agreement;
 - 9. The creation, combination, modification or elimination of any teaching position deemed advisable by the Board;
 - 10. The determination of the size of the working force, the allocation and assignment of work to employees, the determination of policies affecting the selection of employees and the establishment of quality standards and judgment of employee performance;

11. The determination of the layout and the equipment to be used, and the right to plan, direct and control school activities, and the subjects to be taught, in conjunction with ORS 337.120;
12. The right to establish and revise the school calendar, schedule classes, assign workloads, and to select textbooks, teaching aids and materials;
13. The right to make assignments for all programs of an extra-curricular nature for which no qualified volunteers can be acquired in a timely manner.
14. Nothing in this Agreement shall limit in any way the District's contracting or subcontracting of work, or shall require the District to continue any of its present programs in its present form and/or location, or on any other basis.

C.

1. Nothing in the labor Agreement nor the labor relationship between the parties shall restrict the District's right to use distance learning/technology to supplement or expand instruction for small groups of students.
2. The foregoing enumerations of the functions of the Board shall not be considered to exclude other functions of the Board not specifically set forth. The Board retains all functions and rights to act not specifically nullified by the Agreement.

ARTICLE 7 – SEPARABILITY

If any provision of this Agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any such tribunal, the remainder of the Agreement shall not be affected thereby, and upon request of either the Board or the Association, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such provisions; provided, however, that the provisions of the strikes/lockouts article shall continue in full force and effect though a satisfactory replacement is not achieved.

ARTICLE 8 - STRIKES AND LOCKOUTS

- A. As herein used, the word "strike" shall mean: a refusal by a member of the bargaining unit, in concert with another person, or member, to report for duty, or the employee's willful absence in whole or in part from the full, faithful or proper performance of the employee's duties of employment.
- B. During the term of this Agreement, the Association and its members, as individuals or as a group, will not initiate, cause, permit, participate or join in any strike, work stoppage, slowdown, picketing or any other restriction of work, or any issue or controversy to which the grievance arbitration or complaint procedure herein would apply. Disciplinary action, including discharge, may be taken by the District against any employee or employees engaged in a violation of this article. Such disciplinary action may be undertaken at the option of the District and shall not preclude or restrict recourse to other remedies, including any action for damages, which may be available to the District.
- C. There will be no lockout of employees in the unit by the District as a consequence of any dispute arising during the period of this Agreement.
- D. Any strike occurring in violation of this Agreement is a breach of this Agreement. The Association shall use every effort to terminate any unlawful or unauthorized strike by any member of the bargaining unit.

ARTICLE 9- FUNDING

- A. The parties recognize that revenue needed to fund the compensation provided by this Agreement must be approved and provided by established budget procedures.
- B. The Board may request the Association to attend a meeting regarding the revenue situation. If so requested, the Association shall send representatives to said meeting. Upon their bilateral agreement to do so, the parties may elect to reopen this Agreement for further negotiations regarding only the economic provisions of this Agreement. Economic provisions are salary, extra-duty pay and insurance.
- C. If the parties elect to reopen this Agreement, the parties agree bargaining shall commence no later than ten (10) calendar days thereafter.
- D. If the District closes its schools for up to three (3) days because of lack of funds, no member of the bargaining unit shall be entitled to any salary provided in this Agreement while the schools are closed.
- E. This Agreement does not guarantee any level of employment.

ARTICLE 10 - PERSONNEL FILES

- A. The official files on all teachers are confidential and shall be kept in the District offices. A teacher may attach a rebuttal to materials or add relevant materials of the teacher's own choosing. Teachers desiring to consult their files have the right, upon request, to review the contents of their own files and to receive a copy of any document contained therein. Personnel files shall be available for viewing during office hours and a District employee will be present while files are reviewed.
- B. No evaluation, complaint (filed pursuant to the conditions of Article 4 of this Agreement), reprimand, or record of disciplinary action will be placed in the teacher's personnel file unless the teacher has had an opportunity to review such material. The teacher will acknowledge that the employee has had the opportunity to review such material, by affixing the employee's signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. In the event the teacher refuses to sign, the refusal will be witnessed by the administrator and another administrative or confidential school employee. The teacher will have the right to submit a written answer to such material and the teacher's answer will be reviewed by the Superintendent, or the Superintendent's designee, and attached to the file copy.
- C. "Working" files may be kept at the building level at the administrator's discretion but are separate from personnel files.

ARTICLE 11 - PAYDAY

- A. Payday shall be on the 10th of the month. If the 10th is a non-work day, licensed employees will receive their paychecks on the preceding workday. July and August checks will be issued within five days of the last contract day or when the teacher has completed the end-of-the-year contractual duties, whichever comes last.
- B. The teacher agrees to reimburse the District for any unworked days which the teacher has received compensation for but has not worked, if the teacher leaves prior to the completion of the teacher's annual contract.

ARTICLE 12 - EXTENDED CONTRACTS/STIPENDS

- A. Teachers with classes and/or contracted tutoring outside the normal school day/calendar will be paid an hourly rate equal to their normal teaching salary divided by the school contract days, divided by 8; or they will get an additional prep period, or one period early release at the end of the school day, as mutually agreed upon by the administration and the teacher.
- B. If two qualified individuals request and the district approves their sharing of an extra duty contract, the two individuals may share the extra-duty stipend.
- C. The parties recognize the district's right to fill or not fill extra duty contracts. If the district doesn't fill a position, a teacher may choose to volunteer for the position, but must submit a written request to do so.

In addition, the parties recognize that some employees choose to volunteer to assist teams in roles that are not defined or paid extra duty. In such cases those teachers may volunteer but must request to volunteer like any other district volunteer.

ARTICLE 13 - ASSIGNMENTS AND TRANSFERS

- A. Grade, subject and activity assignments shall be made by the District, taking into consideration, so far as practical, the employee's professional training, experience, specific achievements and service to the District. Teachers shall be notified in writing of any change in such assignments by the end of the school year or as soon as the change is known if it's during the summer when school is not in session.
- B. When making transfers, the District, where practical, shall take into consideration the training, experience, specific achievement, service to the District, wishes and convenience of the teacher; however, it is understood that the instructional requirements and best interest of the school system and the pupils are of primary importance.
- C. Known vacancies for the following school year will be posted in District by April 20th each year, or within ten (10) days of the District's knowledge of vacancy if it should occur after April 20th. A District teacher must notify the Administration in writing if the teacher desires to be considered for the vacancy within five (5) working days of the posting. If a vacancy occurs during the school year that the District intends to fill, it shall be posted within (5) working days of the District's knowledge of the vacancy.
- D. Any District teacher desiring a transfer to another grade, subject and/or activity assignment shall make this request in writing, in order for the request to be considered. Such an unsolicited request for transfer will not preclude the responsibility to respond to a vacancy in the manner described in C above.
- E. The District Administration maintains the right to make the final selection of employees for any given position, but a decision not to support a teacher transfer request to an open position must be accompanied by clearly stated specific reasons why the transfer was/is denied. This response to the teacher requesting the transfer will be completed before the position is posted outside the District.

ARTICLE 14 - INSURANCE

- A. For the insurance plan years of 2017-18, the District will pay the employee's full tiered contribution rate towards OEBB's MODA Health Plan Evergreen. The District shall also pay the employee's full tiered rate contribution towards OEBB's Vision Plan Pearl, Dental Plan 5, and the Employee Assistance Program (EAP). The cost of long term disability (LTD), or supplemental insurance plans elected by the employee are the financial responsibility of the employee. The District and the Association agree to re-open Article 16 in 2018-19 and 2019-20.

The full tiered rate contribution under this Section shall be for full-time, 1.0 FTE, employees covered by this Agreement. Employees, who work part-time, .75 FTE-.95 FTE a week, shall receive a pro-rated benefit.

If the parties fail to reach an agreement on new contribution rates by June 30, 2020, employees shall be responsible for any increased dollar amount on all insurance premiums based on the 2019-20 District contribution rates until new premium contribution rates are ratified.

- B. For any 1.0 FTE employee covered by this Agreement, who selects any other OEBB health plan than offered by the District besides MODA Plan Evergreen, the District agrees to pay a contribution towards the employee's medical, dental, vision, orthodontia, life insurance, and EAP benefits as outlined below.

Effective the 2017-18 plan year, the District agrees to contribute based on the following tiered rates towards the total premium costs for medical, dental/ortho, and vision insurance plans per employee, per month:

Family	\$1470.00
Employee & Spouse	\$1130.00
Employee & Child	\$1030.00
Employee Only	\$540.00

The employee shall pay the difference between the District's contribution and the total cost of the insurance premiums. If actual premiums and management/administrative costs are less than the tiered rates outlined above, per employee, per month, it is agreed the District contribution shall be the lesser of the actual premium and management/administrative costs.

For the 2017-18 insurance plan years, the District shall make available OEGB health plans Cedar, Dogwood, and Evergreen in both the PPO and Synergy networks to licensed employees.

The District retains the right to select all insurance plans available to employees in all subsequent years.

1. The District will pay for and provide each employee with a group life insurance policy of fifty thousand (\$50,000). The District shall pay the cost of life insurance fifty thousand (\$50,000) for each full time teacher.
2. Once enrolled, employees, by monthly payroll deduction, will pay the premium necessary to provide Long Term Disability (LTD) coverage and any other offered supplement insurance.
3. Employees who have and provide proof of other medical coverage may choose to opt out of the District offered primary medical, dental/ortho and vision program and the district will provide a taxable benefit in the amount of five hundred and fifty (\$550) per month. Employees must opt out by September 1st of each year (or as required by OEGB whichever is sooner) by completing and submitting an "Opt Out" Election Form providing proof of other medical coverage.

A. Health Savings Account (HSA):

1. Beginning October 1, 2017 any employee who elects MODA Plan Evergreen during 2017-18, 2018-19 and/or 2019-20 shall receive a onetime lump-sum contribution of one thousand six hundred dollars (\$1,600) to the employee's qualifying HSA at the beginning of each plan year.
2. Employees may make contributions to the HSA, pre-tax, up to the maximum allowed by federal regulations.

ARTICLE 15 - TRAVEL EXPENSES

Employees required to drive personal automobiles in their daily work schedule shall receive a mileage reimbursement at the IRS rate per mile. This applies for all authorized District business and must have Administrative approval. If an employee chooses to use their personal vehicle for out of District travel when the District vehicle is available, they will forfeit any claim for mileage reimbursement.

ARTICLE 16 - WORK SCHEDULES

- A. The regular workday on days when students are present will normally be eight hours a day for a five day school week or between eight and a half (8.5) and nine (9) hours a day for a four day school week, as determined by the board on an annual basis including a thirty-five (35) minute duty-free lunch. The regular workday on days when students are not present will normally be eight (8.0) hours if the District is on a five (5) day school week schedule, or eight and a half (8.5) hours on a four day school week schedule, including a thirty-five (35) minute duty free lunch. The starting and dismissal times, which may vary from school to school, or from year to year, shall be determined by the administration. Teachers shall be in the classroom or, upon notification to the principal's office, at another work station prior to the start of the school day and available to assist students. There are certain other duties to be assigned for the successful operation of the school. These duties will be assigned by the principals, and the teachers will be expected to assume them as part of the regular work as long as it does not interfere with the teacher's regular schedule except in case of extreme emergency or when the absence has been prearranged.
- B. Teachers shall adhere to the regular daily schedule as far as possible and shall make no commitments which will preclude their being present in their assigned responsibilities. Requests for exceptions must be submitted to the principal prior to the anticipated absence and/or late arrival or early leaving. Teachers shall not leave buildings to which they are assigned during class or preparation periods without the consent of the building principal. Teachers may leave the school grounds during their duty-free lunch upon notification to the office.

Preparation Time

1. Any high school teacher teaching three (3) periods or more per day will have the equivalent of one (1) period per day scheduled as a preparation period within their contracted work day. This time cannot be scheduled prior to the start of the normal student school day.
2. Any elementary teacher or middle school teacher teaching three and one-half (3.5) hours or more per day will have thirty (30) continuous minutes per day scheduled as guaranteed preparation time within their contracted work day. This time can be scheduled prior to the start of the student school day or after students leave for the day. Instructional assistants will be scheduled to supervise students during the morning recess for intermediate students (3rd-5th grades) and afternoon recess for primary students (K-2) allowing licensed staff at least one uninterrupted 15-minute bathroom break during the school day. A staff member will also provide middle school teachers who don't otherwise have an opportunity to take a break an opportunity to do so during the instructional day.

ARTICLE 17 - SCHOOL WORK YEAR

- A. The teacher contract year shall not exceed 1,503 contract hours. If the District intends to employ teachers for less than the 1,479 contract hours with a concomitant reduction in annual salary, teachers shall be so informed no less than ninety (90) days prior to the beginning of the school year.

** The District and Association agree for the term of this Agreement only, that if the District utilizes any hours between 1,479 and 1,503 in a school work year, the District shall calculate each employee's daily rate of pay based on their current placement on the salary schedule and calculate the amount of additional pay based on the additional number of hours worked. The District shall include the payment for any of the additional hours between 1,479 and 1,503 in the final payroll for the school year.*

- B. The number of student days shall be determined by the administration. Teacher holidays are Labor Day, Veterans' Day, Thanksgiving, Christmas Day, New Year's Day and Memorial Day.
- C. This article shall be subject to renegotiation if the Department of Education or State law mandates new rules, regulations or guidelines regarding the length and/or composition of the school year. It is agreed that the parties will enter into negotiations within 21 days of receipt of notice from the Department of Education of the mandated changes if required by State law.
- D. If there are school closures due to causes beyond the District's control, (i.e., Acts of God, Acts of Government, Fires) and if the District needs to add days to meet state requirements, teachers will be paid for the days off, but not for added days to meet with state requirements. The work schedule will be determined by the Superintendent. Teachers shall be notified by 10:00 a.m. if the Superintendent requires them to report to work.

ARTICLE 18 - LEAVES

A. Days:

For purposes of this article; "days" shall mean whatever portion of the day the teacher is normally scheduled to work.

B. Sick Leave

1. Each teacher shall receive credit for ten (10) days' sick leave per year at full pay for personal illness, injury or as allowed under state and family leave laws. Sick days not used in any one (1) year shall accumulate without limit. Less than full-time teachers shall receive prorated sick leave days.
2. When a teacher will be absent from work, the teacher shall give notice to the principal or the person designated by the Superintendent to receive such notice. If the absence is for consecutive days, the principal should be notified of the probable date of return. The District may require a medical verification of said illness.
3. A teacher returning from any illness, whether or not sick leave benefits have been paid, may be required to furnish a Fitness for Duty certificate prior to returning to work.
4. Pursuant to state and federal family leave laws, if, at the beginning of a school year, a teacher previously employed for at least one (1) school year by the District is ill and unable to resume teaching duties, and such teacher has unused accumulated sick leave days at the end of the prior school year, the teacher will be allowed to use such previously accumulated sick leave days while the teacher remains ill or injured and unable to work. Such teacher shall not be credited with any additional sick leave days until the teacher has returned to teaching duties.
5. Any teacher obtaining sick leave benefits by fraud, deceit or falsified statement shall be subject to disciplinary actions.

C. Personal Leave

Three (3) days' non-accumulative leave of absence for personal matters will be allowed. Notice to the teacher's principal or Superintendent for personal leave shall be made at least five (5) days before taking such leave, unless an emergency prevents. Teachers who do not use any of their three personal leave days shall receive \$200 with the end of the year payroll. Teachers who only use either one or two of their personal leave days shall receive a one hundred-dollar (\$100) payment with the end of the year payroll. Teachers who use all three personnel leave days or any portion of the third day of personal leave will not receive any cash payout for non-use of the personal days leave.

D. Emergency Leave

The Superintendent is authorized to grant up to three (3) days non-accumulative administration approved leave to supplement the personal leave of a full-time teacher whose absence from work is required or for a part-time teacher for emergencies of a serious personal nature. Emergency leave can be accessed after all personal leave days have been used. This leave is non-accumulative and must be approved in advance if possible, or as soon as possible thereafter. In requesting emergency leave, the applicant must state the general nature of the emergency. Emergency leave shall be defined as absence from duty for personal emergencies, illness or injury of one or more members of the employee's household other than the employee, or other unavoidable circumstances. Bereavement leave does not qualify for emergency leave.

E. Bereavement Leave

The District shall comply with all state and federal leave laws.

F. Association Leave

Each school year, the Association shall have five (5) days of non-accumulative leave for use for Association business in direct relationship with the collective bargaining relationship with the District. The Association shall give the Superintendent two (2) weeks' advance notice indicating the dates on which the days will be taken. The Association shall reimburse the District in an amount equal to the substitute rate for the teacher on Association leave for each such day used by the teacher.

G. Military Leave

Military leave shall be allowed in accordance with applicable federal and state laws relating to such leave.

H. Jury and Legal Leave

1. Court Appearance

- a. A teacher shall be granted leave with full pay for required appearances in any judicial proceedings, except that this provision does not apply if the teacher or the Association brings suit or starts legal proceedings against the school District or any of its agents.
- b. If a teacher must appear in court for the teacher's own case, the pay of a substitute shall be deducted from the teacher's salary.

2. Jury Duty

- a. The superintendent shall receive advance notice of required jury duty or court appearances. In cases of jury duty, the teacher required to so serve shall receive the teacher's full salary and shall remit to the District the teacher's jury pay, exclusive of mileage allowance. Upon being excused from jury service on any day, an employee shall return to complete the employee's teaching duties for the remainder of the regular workday.
- b. The District reserves the right to petition to have the employee exempted from jury or witness duty services if the District feels the employee's absence in an emergency situation would create a hardship for the District.

I. FMLA Leave

1. The District shall comply with all state and federal leave laws.
2. A teacher on unpaid parental leave shall retain all benefits accrued in the District prior to the leave, upon the employee's return from that leave. Employees shall be notified of their rights to maintain insurance benefits under COBRA by the District.
3. No credit on the salary schedule will be allowed unless the teacher has completed at least two-thirds of the school year during which the leave begins.

J. Unpaid Leave of Absence

1. Leave of absence, not to exceed one (1) full school year, may be granted to any teacher at the discretion of the District. A written request stating date, duration and reason(s) for such leave shall be submitted to the Superintendent prior to consideration of granting such leave. Requests for unpaid leave due to parental responsibilities arising from birth of an infant or adoption may be considered as reasonable justification for leave under this provision. Request for a continuation beyond one (1) year would have to come to the Board by April 1st.
2. The teacher in giving notice, must inform the District, in writing, of their intention to do one of the following:
 - a. Return at the beginning of the following school year.
 - b. Return after the birth for the balance of the school year.
 - c. Resign from the District.
7. A teacher on unpaid leave of absence shall retain all benefits accrued in the District prior to the leave upon return from the leave. A teacher wishing to continue with the health and/or dental insurance plan(s) can do so at the employee's own expense with the approval of the carrier.

Any teacher who is on an extended unpaid leave of absence must notify the District of intent to return the following year by April 1st. The District shall notify the employee by certified mail before March 1st to remind the teacher a decision regarding the employee's return to service is due by April 1st. If the teacher fails to comply with this section, they shall forfeit their right of employment.

ARTICLE 19- REDUCTION IN STAFF

- A. The Board reserves the right to determine when a layoff is needed. In the event a layoff is mandated the Board will notify the Association. Upon request, and prior to the layoff, the Board will discuss and receive input regarding the layoff from the Association.
- B. In the event of a reduction in the teaching staff, the following criteria shall be applied in determining which teachers will be retained:
1. Within each category, teachers will be laid off in the reverse order according to license, length of service in the District and competence as provided in ORS 342.934.
 2. "Competence" means the ability to teach a subject or grade level as specified by their individual TSPC teaching license based on recent teaching experience related to that subject or grade level within the last five years, or educational attainments, or both, but not based solely on being licensed to teach. Consistent with this definition of competence, however, so long as a teacher is already licensed in a given area, subject, or endorsement area at the time that a layoff is declared, the District shall consider the willingness of the teacher to pursue additional training and educational preparation equivalent to nine (9) credit hours in making a competence determination. The nine (9) credit hours are subject to mutual agreement
 3. Seniority shall accrue from the first date of actual service. Ties will be broken by lot.
 4. The remaining teachers must be properly licensed and competent to teach the curriculum area or grade level to be retained.
- C. If, within twenty-seven (27) months of layoff, a vacancy occurs within the District for which a laid-off teacher is licensed and qualified, the same criteria as used in the layoff shall be applied.

Recalled teachers will be eligible for the same District benefits to which they were entitled at the time of layoff. However, District benefits will not accrue during the time of layoff.

Notice of recall shall be sent via certified mail to the last address given to the District by the teacher.

After a layoff of sixty (60) days or less, the teacher shall return notification in writing of the teacher's intent to return to the District by certified mail, to be postmarked within three (3) days of receipt of the certified letter from the District.

After a layoff of sixty (60) days, the teacher shall return notification in writing of the teacher's intent to return to the District by certified mail, to be postmarked within ten (10) days of receipt of the certified recall letter from the District. The teacher must, thereafter, report within ten (10) days or by a date specified by the District, whichever is longer. Failure to return to work or to notify the District of intent to return within these limits shall terminate the teacher's right to recall.

During the term of this Agreement, no member of the Association's bargaining unit will be terminated as a direct result of the District's utilization of distance learning, intra-district cable, microwave or similar audiovisual technologies.

ARTICLE 20 - GRIEVANCE PROCEDURE

The purpose of this article is to provide an orderly procedure for securing, at the lowest possible level, the resolution of any alleged violations of the provisions of this agreement.

A. **Definitions:**

Grievant: A person or persons who files a claim of a violation of this Agreement.

Days: Unless otherwise specified, the term "days," as used in this article, mean Glendale School District Business office working days.

Grievance: An allegation by the Grievant that there has been a violation of one or more provisions of this contract.

Representative: A person requested by or the District to advise or speak on behalf of the District. An Association representative requested by the grievant to advise or speak on the employee's behalf.

B. **Levels of the Grievance:**

Level One: The Grievant will first discuss the grievance in person with the grievant's principal or other immediate supervisor with the objective of resolving the matter informally.

If the Grievant is not satisfied with the disposition of the grievance, the grievant may file a written grievance with the immediate supervisor (who has administrative authority to act) within ten (10) days following the act or condition which is the basis of the grievance, or if the Grievant had no knowledge of said occurrence at the time it happened, then within ten (10) days of the first such knowledge. The written grievance shall set forth the specific article violated, the date of said occurrence, and the remedy sought.

The supervisor shall communicate a decision in writing to the Grievant within five (5) days.

Level Two: Appeals to the Superintendent shall be made within ten (10) days of the response at Level One and heard by the Superintendent or the Superintendent's representative within twenty (20) days of receipt of the appeal. The grievant shall include copies of the original written statement which set forth the specific article violated, the date of said occurrence, and the remedy sought.

Attendance at the meeting shall be limited to the persons involved. The parties may call witnesses, who may appear individually.

If the Grievant is not satisfied with the decision of the Superintendent, the grievant may file a written appeal with the Superintendent within ten (10) days of receipt of the Superintendent's decision stating the reasons for appealing the decision and requesting appeal to Level Three, the Board. The grievant shall include copies of the original written statement which set forth the specific article violated, the date of said occurrence, and the remedy sought.

Level Three: Within ten (10) days of receiving the appeal, the Board will schedule a hearing, or move directly to Level Four by mutual agreement with the Association, to be held within twenty-five (25) days of receiving the appeal. The Board shall hear arguments of the District and the Grievant. Within ten (10) days following the hearing, the Board will render a written decision to the Grievant.

If the Grievant is not satisfied with the Board's decision, the grievant may appeal to Level Four, Arbitration. Such appeal must be made within ten (10) days after the Board's decision has been given. Such written notice shall contain a copy of all materials submitted or received at previous levels.

Level Four: Within ten (10) days of District receipt of written notification to arbitrate the grievance, the parties will meet and attempt to select an arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain a commitment from said arbitrator, the Grievant will request a list of five (5) arbitrators from the Employment Relations Board, Conciliation Service Division. From that list, each party will alternately strike names with the party requesting arbitration striking first. The remaining individual shall be the arbitrator.

The arbitrator's function is to determine if the terms of this Agreement as they apply to the grievance were violated; hence the arbitrator shall have no authority to add to, subtract from or modify this Agreement in any way. The decision of the arbitrator shall be final and binding upon the parties and will preclude any further action by the Grievant over the grievance. The arbitrator shall be without authority to substitute his/her judgment for that of the District's in any matter not specifically contracted away by a provision of this agreement.

C. General Procedure:

1. It is in the interest of all parties concerned to complete a grievance proceeding by the end of the school year if timelines permit. Time limits indicated at each level should be considered a maximum and can be extended only by written mutual consent of the parties at any level.
2. Failure at any level by the Grievant to appeal to the next level within the specified time periods shall be deemed an acceptance of the decision rendered at that level. Failure by the District at any level to communicate, in writing, its response to the Grievant shall allow the Grievant to appeal to the next level. If the Grievant fails to initiate action within ten (10) days of occurrence or within ten (10) days of first knowledge of occurrence, the grievant will have waived the right to grieve.

3. All documents, communications and records of the grievance will be filed in the District office separately from the Grievant's personnel file. References to the records, such as a summary, should be placed in the appropriate personnel file.
4. If, in the course of investigation of a grievance, it is necessary for either party to contact an employee or student during school hours, the party will make arrangements for the visit through the Superintendent, after initially stating the purpose of the visit. Interruption of classes or other school activities, as well as unnecessary involvement of students in the grievance procedure, are undesirable and to be avoided whenever possible.
5. The parties will process grievances after the regular school day at times which do not interfere with assigned duties.
6. Each party shall pay any and all costs incurred by on their own behalf. Costs of the arbitrator at Level Four shall be borne equally by the parties.
7. Each party in interest has a right to have in attendance a consultant or an Association representative of the party's choosing at each level of the procedure.

ARTICLE 21 - COMPLAINT PROCEDURE

- STEP 1: General Complaints from parents/students/community members will be handled by the immediate supervisor with the intent of verbally working through the complaint with the teacher and, where appropriate, the Complainant.
- STEP 2: If the Supervisor cannot direct the complaint to resolution, or if the Supervisor believes that the complaint is serious enough to warrant investigation, he/she may request the Complainant to complete a written form and sign it. If the complainant is unwilling to do so, the official receiving the complaint may record it over his/ her signature. If a complaint is not signed by a complainant or recorded by an official, it shall be dropped without prejudice. The teacher whom the complaint is against may choose to summarize the complaint and place it in a building level "working" file.

The signed complaint will be filed with the Supervisor, within ten (10) days thereafter, the Supervisor or the principal will discuss the complaint with the teacher to determine the validity of the complaint and any corrective action that should be taken. Untimely complaints will not be processed.

If the complaint is not satisfactorily settled in the above manner, the Supervisor may give, or the teacher may request, written statement of the complaint and the corrective action or improvement recommended. Such statement will be furnished to the teacher, if requested, within ten (10) days of the request. The teacher has the option of complying with the recommended action or of appealing through the grievance procedure to Level Three, the Board. The teacher shall notify the Supervisor within ten (10) days of receiving the statement of complaint and recommended action of his/her intention to comply, or will initiate his/her grievance appeal within this time. Level Three shall be the last level of appeal available as provided by this article.

ARTICLE 22- EXTRA CURRICULAR ASSIGNMENTS

To be adjusted by COLA increase annually

		2017-18	2018-19	2019-20
A1.	Athletic Director	\$6,239	\$6,333	\$6,428
A2.	Head Coach (High School)	\$3,452	\$3,504	\$3,557
A3.	HS Assistant Coach/ Middle School Coach	\$2,070	\$2,121	\$2,153
A4.	<i>Miscellaneous</i>			
	Band	\$3,016	\$3,061	\$3,107
	Annual Advisor	\$1,674	\$1,699	\$1,724
	ASB Advisor per building	\$1,510	\$1,533	\$1,556
	Tag Coordinator (per building)	\$1,352	\$1,372	\$1,393
	Skills USA Advisors	\$1,674	\$1,699	\$1,724
	Drama	\$3,000	\$3,045	\$3,091
	FFA – 30 day extended contract			

Guidelines Extra Curricular Assignments

1. The District shall add an additional 10% to the salary of coaches only commencing with the sixth (6th) year of coaching of the same sport and same level (head, assistant, etc.).
2. The same percentage increase that is applied to the salary schedule each year shall be applied to the above salaries.
3. To promote excellence in academic and extra-curricular performances, those staff members elevating their programs by advising students who qualify for state competition will receive a \$200 stipend at the completion of the competition /season. Should concomitant support teams participate at “state” in a secondary role (i.e. the band, rally, dance or drill teams perform at the state basketball tournament), those advisors will receive one half of the stipend.
4. Any teacher receiving an administrative approved grant benefitting the Glendale School District shall receive a stipend of 10% of the yearly grant amount not to exceed \$1,000.00

ARTICLE 23 - ADDITIONAL DUTIES

A. Additional Duties

1. Ticket takers, student supervisor (athletic events, concerts, talent shows, vocal music concerts, etc., if the administration determines supervision or ticket taking by teachers is needed.)

Rate: 2017-18 = \$14.03
 2018-19 = \$14.24
 2019-20 = \$14.45

2. Curriculum Work/Site Council Work

Rate: 2017-18 = \$17.92
 2018-19 = \$18.19
 2019-20 = \$18.46

3. Summer Camp/ Summer School Instruction

- 1-4 students = \$20.00
- 5 or more students = \$25.00

B. Guidelines

1. The District shall make available to licensed staff the assignments described in Article 24. In the event that no staff member(s) applies, the District has the right to arbitrarily assign licensed personnel. If no staff member(s) applies for the assignment, community member(s) will be considered prior to arbitrarily assigning licensed personnel.
2. The same percentage increase that is applied to the salary schedule each year shall be applied to the above salaries, except for Summer Camp and Summer School Instruction.

ARTICLE 24- TEACHER SALARY SCHEDULE

2017-18

	BA	BA+20	BA+40	BA+60 MA	BA+80 MA+20	BA+100 MA+40
1	35,465	36,680	37,908	39,156	40,416	41,761
2	36,446	37,873	39,113	40,367	41,637	42,925
3	37,827	39,065	40,310	41,578	42,859	44,153
4	39,007	40,252	41,515	42,791	44,118	45,388
5	40,187	41,445	42,714	44,002	45,302	46,618
6	41,371	42,634	43,914	45,209	46,523	47,849
7	42,550	43,825	45,117	46,422	47,743	49,079
8	43,730	45,018	46,315	47,631	48,963	50,310
9	44,911	46,207	47,519	48,844	50,184	51,544
10	46,093	47,399	48,718	50,055	51,406	52,774
11	47,476	48,589	49,921	51,264	52,629	54,003
12		50,046	51,122	52,477	53,850	55,237
13			52,656	53,687	55,070	56,468
14				55,297	56,293	57,698
15					57,419	58,927
16						59,518
17						60,113
18						60,714
19						61,320
20						61,934

The 2017-18 Salary Schedule is based on a school work year of 1,479 hours.

ARTICLE 24 (CONT'D) - TEACHER SALARY SCHEDULE

2018-19

	BA	BA+20	BA+40	BA+60 MA	BA+80 MA+20	BA+100 MA+40
1	35,997	37,230	38,477	39,743	41,023	42,387
2	36,992	38,441	39,700	40,972	42,262	43,569
3	38,394	39,651	40,915	42,202	43,502	44,815
4	39,592	40,856	42,138	43,433	44,780	46,069
5	40,790	42,066	43,354	44,662	45,982	47,317
6	41,992	43,273	44,573	45,888	47,221	48,567
7	43,189	44,483	45,793	47,119	48,459	49,816
8	44,386	45,693	47,010	48,345	49,698	51,065
9	45,584	46,900	48,232	49,576	50,937	52,317
10	46,784	48,110	49,449	50,806	52,177	53,565
11	48,188	49,318	50,670	52,033	53,418	54,813
12		50,797	51,889	53,264	54,658	56,066
13			53,446	54,492	55,896	57,315
14				56,127	57,137	58,564
15					58,280	59,811
16						60,411
17						61,014
18						61,625
19						62,240
20						62,863

The 2018-19 Salary Schedule is based on a school work year of 1,479 hours.

ARTICLE 24 (CONT'D) - TEACHER SALARY SCHEDULE

2019-20

	BA	BA+20	BA+40	BA+60 MA	BA+80 MA+20	BA+100 MA+40
1	36,537	37,789	39,054	40,339	41,638	43,023
2	37,547	39,017	40,295	41,587	42,896	44,222
3	38,970	40,246	41,529	42,835	44,155	45,487
4	40,186	41,469	42,770	44,084	45,452	46,760
5	41,402	42,697	44,005	45,332	46,672	48,027
6	42,622	43,923	45,241	46,576	47,929	49,295
7	43,836	45,150	46,480	47,825	49,186	50,563
8	45,052	46,378	47,715	49,071	50,443	51,831
9	46,268	47,604	48,955	50,320	51,701	53,102
10	47,486	48,832	50,191	51,568	52,960	54,369
11	48,911	50,057	51,430	52,814	54,220	55,635
12		51,559	52,668	54,063	55,477	56,907
13			54,248	55,309	56,734	58,175
14				56,969	57,994	59,442
15					59,154	60,709
16						61,317
17						61,930
18						62,550
19						63,174
20						63,806

The 2019-20 Salary Schedule is based on a school work year of 1,479 hours.

ARTICLE 24 (CONT'D)- TEACHER SALARY SCHEDULE

A. Initial Placement

Teachers new to the District will be placed on the salary schedule according to their teaching experience and education.

B. Horizontal Movement

Advancement in Salary lateral step can be accomplished through out-of-District higher education credits earned in accordance with required credits identified by TSPC as necessary to maintain current licensure or a new certification based on the needs of the District.

Advancement in salary one (1) lateral step shall be granted for course work approved by the Superintendent. Verification of earned credits shall be filed in the Superintendent's office no later than October 31st. If credentials are filed by October 31st, pay will be retroactive to the first paycheck. If transcripts are not filed by October 31st, then no horizontal advancement shall be made until the beginning of the next year.

C. Vertical Movement

Each school year, one (1) step shall be granted, if eligible to move on the salary schedule.

D. Retirement

Beginning with the payroll for work performed on and after September 1, 1981, the District shall cease withholding from employees' monthly salaries the contributions required by ORS 238.005; and shall "pick-up," assume and pay a six percent (6%) average employee contribution to the Public Employees Retirement Fund/OPSRP for the teachers then participating in the Public Employees Retirement System/OPSRP. Such "pick-up" or payment of employees' monthly contributions to the system shall continue for the life of this Agreement and shall also be applicable to employees who first begin to participate in the system on and after September 1, 1981, to the termination of this Agreement. The full amount of required employee contributions "picked-up" or paid by the District on behalf of teachers pursuant to this Agreement shall be considered as "salary" within the meaning of ORS 237.003(8) for the purposes of computing an employee member's "final average salary" within the meaning of ORS 237.003(12) but shall not be considered as "salary" for the purposes of determining the amount of employee contributions required to be contributed pursuant to 237.071. Such "picked-up" or paid employee contribution shall be credited to employee accounts pursuant to ORS 237.071(2) and shall be considered to be employee contributions for the purposes of ORS 237.001 to 237.320.

Longevity (Retirement Stipend): The District agrees to pay a severance stipend in addition to regular salary for any teacher hired on or before July 1, 2011 and who has completed five (5) years of continuous service within District, and who will retire in either one, two, or three years will receive a three-thousand dollar (\$3,000) stipend for each year remaining until retirement. A teacher wishing to invoice the benefit must declare in writing by January 30th his or her retirement date one, two, or three years prior to retirement. The District will include a line item in the ensuing budget to cover this expense. The stipend will be awarded with the June pay check. In the event that a teacher changes the teacher's intention to retire during the severance eligibility period, along with the District agreement to extend employment, all stipend monies previously awarded will be withdrawn from said employees' balance of contract computation.

2. **Retirement:** If a person chooses the PERS Money Match formula they will be entitled to receive a “lump sum” payment on unused sick leave. The payment amount will be \$25 per day up to a maximum of 100 days. These days then will not be reported to PERS upon their retirement nor would the employee be able to request that these days be transferred for any other use. If the retire chooses any other than a money match formula upon their retirement, they are not eligible to receive compensation from the district for their unused sick leave days but the unused days will be reported to PERS for use in their retirement calculation. Remuneration to employee will commence upon certification of money match method from PERS. Effective June 30, 2016 this retirement provision shall expire and no longer be available to employees.


E. Professional Development Reimbursement Fund

The District shall establish a teacher scholarship fund of eight-thousand (\$8,000) per year for the purpose of reimbursing teachers for courses which are determined by the Superintendent to be of direct benefit to the students, program, or quality of teaching or school improvement goals. The eight-thousand (\$8,000) allocation will be divided among eligible teachers in accordance with the following guidelines:

1. The course must be approved in advance by the Superintendent.
2. No individual teacher shall be entitled to more than one-thousand (\$1,000) from the Professional Development Reimbursement Fund.
3. Money will be allocated to teachers on a per-credit basis for approved classes for credits earned by August 31st of the contract year. Payment requests must be submitted by September 15th. Payment for approved courses shall be made by the last payday in October.

The period covered by the annual reimbursement shall be September 1st to August 31st.

We the undersigned agree to the above changes and inclusions in the 2017-2020 licensed Collective Bargaining Agreement.



Glendale Education Association President

2/9/18


Date



Glendale School Board Chair

2/7/18

Date



Oregon Education Association

2/9/18

Date



Glendale Superintendent

2/9/18

Date