

ARTICLE 1 RECOGNITION

- A. The Gresham-Barlow School District Board of Directors recognizes the East County Bargaining Council as the exclusive collective bargaining representative with respect to economic benefits and other conditions of employment to the extent required by Oregon Law, Chapter ORS 243.650 to 243.782, for the term hereof for all employees in the bargaining unit defined as follows:
1. All employees of the District who are required as a condition of employment, to possess an academic certificate, license, degree or the equivalent issued by the State of Oregon, an institution of higher education, or a professional society, will be members of the bargaining unit, excluding substitute teachers, temporary employees who work less than ninety (90) working days in a school year, administrative and confidential employees.
 2. Members assuming non-instructional assignments, such as, but not limited to, Athletic Director, Activities Director, Department Chair and TOSAs shall remain members of the bargaining unit.
 3. GBEA retirees are members of the unit except they are not covered by the provisions of Article 11 (Reduction in Force). The District may stipulate the term of employment for retirees. At the beginning of employment as a retiree, the retiree will carry forward from their accrued and unused sick leave one (1) day for each month of employment as a retiree. The use of these sick leave days can exceed one (1) day per month but cannot, for pay, exceed the account total number of days. If employed for a subsequent school year, or in the event a retiree has no accrued sick leave at the time of retirement, the retiree will earn one (1) sick leave day for every thirty (30) calendar days.
- B. The Board agrees not to negotiate with or recognize any employees' organization other than the Council for the duration of the Agreement.
- C. There shall be no subcontracting or outsourcing of current bargaining unit work or positions (courses taught by bargaining unit members as of the signing of this agreement) during the term of this contract, except by mutual agreement. This provision shall not be interpreted to prevent the District from providing additional opportunities for students, including the ability to take courses from non-District entities.

ARTICLE 2 NEGOTIATIONS PROCEDURE

A. Successor Agreement

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

B. Change in Board Policy

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

C. Modification of Agreement

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

D. Copies

1. There shall be three (3) signed copies of the final Agreement for the purpose of records. One (1) shall be retained by the District and one (1) by the GBEA Executive Council and one (1) by ECBC. These copies will be prepared by a joint effort of the two negotiating teams. The format of the contract shall be agreed upon by the parties prior to printing.
2. The District shall maintain a searchable electronic copy of the current collective bargaining agreement on the District website. The District will also publish and distribute hard copies to any teacher upon request. The GBEA will distribute hard copies of the contract to new bargaining unit members during new teacher inservice. The District shall be responsible for distributing hard copies of the contract to teachers who are hired after the start of a school year.

3. A searchable copy of the complete current District Handbook of Policies and existing job descriptions will be available on the District website prior to September 15 annually. The District will provide the Council Presidents with two (2) copies of the Handbook and existing job descriptions upon request.

ARTICLE 3 GBEA/ECBC RIGHTS

A. Information

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

B. Right to Hold Meetings

Council activities may occur during building hours, but outside member's instructional hours, by mutual agreement of the parties, including for the purposes of this Article, the processing of a grievance as a Council activity.

C. Building Use

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

D. Equipment Use

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

E. Communication

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

F. Bulletin Boards

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

G. School Mail/E-Mail

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

H. Announcements

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

I. Release Days

Upon request, the GBEA will be granted annually up to one hundred (100) days of release time for officers and members. The Council agrees to pay the full cost of a sub, to include related costs, if a sub is hired.

J. President's Release Time

Upon request, and with at least sixty (60) days prior notice, the Board shall grant up to full leave to the local president of the Council during their term of office. The Gresham-Barlow Education Association will reimburse the District for salary and related costs. The District shall file the necessary paperwork to assure that the local president's leave is treated as an authorized paid leave by PERS for which the local president is entitled to creditable service. The parties believe that such leave is of service to the District and assists the Association to carry out its statutory duties as exclusive representative for the bargaining unit.

Note: If Section J is not used, the one hundred (100) days in Section I remain at one hundred (100) to be used with a cap of thirty (30) days for any council member as delegated by the president(s). If Section J is used, then the days in

Section I are reduced to seventy-five (75) with a cap of twenty-five (25) days for any member.

K. Negotiations Team Release Time

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

L. New Employee Information

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

M. Orientation

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

The GBEA shall have the right to be present and address new members for a minimum of thirty (30) minutes at any new staff orientation scheduled by the District during the school year.

N. New Member Inservice/Convocation

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

O. School Board Agenda

The GBEA representative may address the Board during its regular sessions under the "Citizen's Request" portion of the agenda. The District shall provide the Association President with an electronic, advance agenda, minutes from

the prior Board meeting, and a copy of the Board packet, excluding any information which is confidential or not available to the general public, forty-eight (48) hours prior to the regularly scheduled Board meeting. One (1) copy of the School Board unapproved minutes will be sent electronically to all bargaining unit members.

P. Exclusive Representation

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

Q. Membership Records

1. Each month, the District shall provide to the OEA Membership Specialist an electronic database of each employee in the bargaining unit (both dues paying members and non-dues paying members). Information shall include the last four (4) digits of the SSN, employee ID, date of birth, first date of service, FTE, classification or title, PERS classification, worksite, position on the salary schedule, NEA/OEA/GBEA dues paid, and employee contact information. Whenever a new employee is hired into the bargaining unit, the District shall provide the above information within ten (10) days of hire.
2. The District shall notify the OEA Member Specialist whenever an employee in the bargaining unit is placed on an unpaid leave of absence for more than thirty (30) days, retires, is laid off, resigns, or changes their name.
3. In the event that the OEA Membership Specialist is unavailable, the above information shall be given to the GBEA President.

R. Substitute Lists

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

ARTICLE 6 GRIEVANCE

A. Purpose

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

B. Definitions

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

C. Procedure

1. Level One - Principal/Immediate Supervisor
 - a. Informal
Within twenty (20) days of the time of the grievance or within twenty (20) days of the time the Council could reasonably have become aware of the grievance, the Council shall initially discuss the grievance informally with the immediate supervisor/principal with the objective of resolving the matter. Those discussions shall not extend beyond ten (10) days without mutual agreement.
 - b. Formal
If the matter is not resolved within ten (10) days of the informal discussion or if the Council is not satisfied with the initial decision of the immediate supervisor/principal, the GBEA Grievance

Chairperson, within ten (10) days of the initial decision, shall submit the grievance to the immediate supervisor/principal in writing. The immediate supervisor/principal shall have ten (10) days to render their decision, in writing, to the signatories (cited in Section D.1).

2. Level Two – Superintendent

If the Council/GBEA Grievance Chairperson is not satisfied with the disposition of the grievance at Level One, or the principal/immediate supervisor does not render a written decision within the timeline, the GBEA Grievance Chair shall submit the written grievance to the Superintendent's office and the Executive Director of Human Resources no later than ten (10) days from the due date or receipt of the Level One decision. Within ten (10) days of the receipt by the Superintendent of the written grievance, the Superintendent or designee will meet with Council representatives to hear the grievance. The Superintendent/designee shall provide a written response to the original grievance signatories and the UniServ Representative within ten (10) days of the meeting

3. Level Three – Arbitration

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

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

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

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

The cost for services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of

the hearing room shall be borne equally by the District and the Council. Any other expenses incurred shall be paid by the party incurring same.

D. General Conditions

1. Grievances submitted at the first and second levels in writing shall contain at least the following information:
 - a. Article or Section of the contract allegedly violated
 - b. Statement of the facts, to include the name(s), positions(s), or group(s) affected
 - c. Date action occurred on which grievance is based
 - d. Remedy sought
 - e. Signature of GBEA President
 - f. Signature of Grievance Representative
 - g. Signature of GBEA Negotiations Chairperson
2. The Council shall have the right to be present and to state the Council's view at all stages of the grievance procedure. If more than two (2) Council members are to be present at any meeting, the Council will give twenty-four (24) hours notice of that to the Executive Director of Human Resources and the building principal.
3. Time limits provided in these procedures may be waived by mutual written agreement.
4. Documents, communications and records dealing with the processing of a grievance shall not be filed in the personnel file of the member(s) involved, but shall be kept in a separate file.
5. The time limits referred to in these procedures are considered to be maximums. Failure at any level of this procedure by the aggrieved or by the Council to process a grievance in the specified time limits or in accordance with procedures contained herein shall cause the grievance to be deemed abandoned.
6. When a grievance arises at a level above the principal or immediate supervisor, the GBEA Grievance Chairperson may submit, with the agreement of the Executive Director of Human Resources, such grievance in writing to the Superintendent and the grievance shall be commenced at Level Two.
7. There shall be no restraint, interference, discrimination, or reprisal exerted on any employee concerned with the resolution of grievances.

8. Failure at any step of this procedure to communicate the decision on a grievance in writing within the specified time limit shall permit the grievant to proceed to the next step.

ARTICLE 8 CLASSROOM DISCIPLINE

- A. The District and the Association are committed to ensuring the right of each student to have equitable opportunities to achieve their academic goals by minimizing barriers and limitations. Student success will not be predicted nor predetermined by national origin, race, culture, ethnicity, sex, language, socio-economic status, mobility, sexual orientation, disability, and/or religion. The parties agree that maintenance of discipline within the classroom is an important priority, and each further agrees to assist the other in their mutual efforts to resolve difficult discipline issues. The emphasis will be on employing a range of supports and interventions that are culturally responsive and include restorative practices, and will consistently implement the accommodations and modifications reflected in 504, IEP, and behavior plans in accordance with the law. The building principal will provide the member with a written building discipline procedure and a copy of the student rights and responsibilities code at the beginning of each school year. The building principal or designee will schedule a meeting annually with members to review building disciplinary standards and procedures to ensure appropriate support for building standards. Members shall adhere to the procedures.
- B. All members and administrators are expected to accept a share in the responsibility for the control and discipline of the students in the environment, including those students who demonstrate aggressive or combative behaviors.
- C. Disruptive Students
1. When in the judgment of a member, a student is by their behavior disrupting the instructional program to the detriment of other students, the member may send the student to the principal/designee. At that time the member will provide to the administrator or designee a brief verbal or written explanation why the student is being removed. When the member requests, and the principal or designee concurs, a student may be withheld from class for a set period of time before returning to the classroom. Students will not return to class without an administrator or designee communicating with the classroom teacher.
 2. When either the member or principal/designee requests, a conference will be scheduled not later than the conclusion of the following school day to discuss the problem and to decide upon appropriate steps for resolution. The principal/designee may involve a parent in the conference if deemed necessary.
 3. Any member referring a student shall provide within twenty-four (24) hours a signed copy of the report to the principal or designee, including a

statement of facts, and a summary of conditions which led to the referral and steps taken by the member prior to the referral. The principal/designee will provide a reasonable response to the referral within a reasonable period of time, ordinarily understood to be seventy-two (72) hours.

D. Seriously Disruptive Students

1. When a student is seriously disrupting the instructional program by engaging in physical or verbal abuse, intimidation, or harm to self or others, immediate action will be taken. The member shall be authorized to send the student to an administrator's office. There shall be a defined behavior support plan developed or agreement finalized between the administrator and the member within three (3) working days that specifies the future behavior expectations of the student.
2. When in the judgment of a member or principal/designee a student requires special help with their behavior, the member or principal/designee shall so inform the student assistance team, special education team or other appropriate group. Within one (1) week of referral, the appropriate team or group shall arrange a conference with the member and teacher(s) to discuss the problem and to decide upon appropriate steps for its resolution. If this conference does not occur, the principal/designee will provide what they deem to be appropriate resources and/or assistance until the meeting is held. Additional conferences may be held at the request of the member or principal/designee.

E. Notification

1. In the event District administrators are aware of situations in which students being assigned to member(s) have had severe behavioral problems in the past that are likely to pose safety problems in the future, the District shall make a reasonable effort to keep those members informed of these facts unless prevented from doing so by the laws of confidentiality.
2. Members will be provided names of students in their classes that have an IEP or Section 504 Plan by the student's special education teacher and/or counselor as soon as possible. Members who are assigned students who are known to have an IEP or Section 504 Plan shall be offered, upon the member's request, training and/or relevant information to access, interpret and implement the IEP or 504 Plan.

F. Members who are assigned students who are on an IEP and who are recognized as physically aggressive and/or combative shall have access to a behavioral

coach, subject to the availability and scheduling of the behavioral coach. Members will be provided with protective equipment on request.

- G. No provision in this Article will have the effect of denying any rights a student has under federal or state law and regulations.
- H. In the event a member perceives that particularly persistent and challenging behavior situations exist in their classroom, that member may request to review the situation with their administrator. The administrator and member may discuss potential solutions, including the development of a plan to support the class, the utilization of opportunities for students to develop and practice social/emotional learning, and additional professional development for the member. A member whose concerns are not satisfied at the building level may request a meeting with the Superintendent/designee.
- I. If a member is not satisfied with the management of student behavior on a school-wide basis, the member will first address the matter with building principal or designee. If the issue remains unresolved, the member may refer the situation to the building Positive Behavioral Interventions Supports (PBIS) committee or to the building Student Conduct and Safety Committee (SCSC), or the principal's supervisor, as appropriate.

ARTICLE 9 EVALUATION

- A. The primary purpose of evaluation shall be the improvement of instruction and the measurement of teaching effectiveness.
- B. The Professional Growth and Evaluation Handbook shall govern evaluation procedures for the duration of this agreement unless changes and/or modifications to the Evaluation Handbook are developed by an Evaluation Committee and approved by the District. The Evaluation Committee will be comprised of up to five (5) members appointed by the GBEA Executive Council and up to five (5) members appointed by the District. The Evaluation Committee will forward its final draft to the District and Board for their review and approval. Modifications or changes in the Committee's draft, initiated by the District and/or Board, will be returned to the Committee for review and additional input prior to the final consideration and approval by the Board. The procedures and provisions in the Evaluation Handbook are binding in this Article.
- C. Failure to follow the procedures in the Handbook is a grievable matter which may be processed up to and including arbitration, but the substance of the evaluation including content in a plan of improvement or program of assistance for improvement is not grievable or arbitrable.
- D. The District will provide copies of the Professional Growth and Evaluation Handbook to all licensed new hires upon employment. Additional copies will be available upon request through the District Office. The District will post a searchable copy of the Professional Growth and Evaluation Handbook on the District website.
- E. If the administrator determines that there is a performance deficiency which requires attention, the administrator will notify them of the deficiency prior to placing them on a Program of Assistance for Improvement.
- F. Any Program of Assistance for Improvement shall be in writing and include the following:
 - 1. A statement of deficiencies;
 - 2. Corrective steps the teacher may pursue to correct the deficiencies;
 - 3. Assistance which will be provided;
 - 4. Assessment techniques by which the District will measure and determine whether the teacher has sufficiently corrected the deficiencies;
 - 5. The person(s) responsible for the evaluation;
 - 6. The timelines involved; and
 - 7. A statement that the teacher may be dismissed, non-extended or non-renewed if deficiencies are not corrected.

- G. A member will be entitled to have a GBEA representative present during the development and implementation of a program of assistance for improvement. The District shall notify the OEA UniServ representative that a member is being placed on a program of assistance.

- H. At the member's request, the District will provide Peer Assistance during any Program of Assistance for Improvement and Improvement Plans.

ARTICLE 12
LICENSE FOR CONDITIONAL ASSIGNMENT (LCA)

- A. A License for Conditional Assignment is required when teaching out-of-field under any of the following circumstances:
1. Teaching at any grade level not held on the underlying license;
 2. Teaching more than ten (10) hours weekly in one subject-matter area without the appropriate subject-matter endorsement;
 3. Teaching two (2) or more subject-matter areas not held on the underlying license for any amount of time; or
 4. Moving from one licensure area to another, such as moving from teaching to school counseling or administration.
- B. An application for a License for Conditional Assignment will follow the guidelines pursuant to (ORS 584-060-0250).
1. The District agrees to discuss the possible misassignment, including the TSPC requirements for the LCA, with the member before sponsoring that member for the LCA.
 2. The District shall apply for an LCA by October 31 for the fall term or otherwise within two (2) weeks after the assignment has begun.
 3. The District will agree to provide professional assistance specific to the assignment for the educator during the first year of the conditional assignment.
 4. The member will pay the application fee for the LCA.
- C. The District and the member will meet annually to review progress and requirements for the next phase. In the event that the member does not complete required progress or does not wish to continue pursuing the LCA, the District shall transfer the member to a position for which they are fully endorsed. If no such position exists, the member will be subject to provisions of Article 11 Reduction in Force.
- D. In addition to the hours provided in Article 20, the District will pay tuition at a rate not to exceed the Portland State University resident graduate tuition in effect at the time the course is taken, provided that it is required by the LCA. This will continue until the endorsement or authorization is earned or the LCA ends. The District will pay the cost of tests required by the LCA.

- E. The LCA is not a stand-alone license. The underlying license must be kept current in order for it to remain active. The District shall send a notice ninety (90) days prior to the due date for their licensure reminding the member of this timeline

ARTICLE 16 SITE COUNCIL

- A. Site councils shall be established and maintained at each school in conformance with state statutes and regulations. The duties of the school site council, as prescribed in ORS 329.704, shall be reviewed at the first site council meeting of the new school year. The principal or designee shall distribute a copy of ORS 329.704 to each member at the first meeting.
- B. A site council, in reaching decisions on matters within its responsibilities, shall not alter, amend or modify the Agreement.
- C. The site school council shall be composed of members, building administrators, classified employees, and parents or guardians of children attending the school, and the council may appoint representative(s) from the community at large. Members of each site school council not appointed by the site council shall be selected by direct secret ballot election of peers.

Employees may submit proposals and requests to the site council that are consistent with its statutory duties, via a building level process.

- D. Actions and decisions of the council will be in accordance with law, existing board policies and applicable collective bargaining agreements. The Superintendent and representatives from GBEA shall meet annually to discuss any issues pertaining to site councils. Unit members on site councils shall be given copies of the site budget and other public documents upon request.
- E. Site council members who must work outside of the regular workday shall be compensated at the hourly rate of thirty dollars (\$30.00) per hour, up to a total of forty (40) hours paid time. Without such payment, a council member will not be scheduled to do any work outside the regular workday unless the member individually agrees to such an arrangement.
- F. The participation or non-participation of members in a site council shall not be considered a subject for any unfavorable evaluation of member performance. No member shall be subject to discipline or dismissal as a result of participation or non-participation on a site council. Participation shall be voluntary.

ARTICLE 17 MANAGEMENT RIGHTS

- A. It is recognized that the employer has and will continue to retain the rights and responsibilities to operate and manage the school system and its programs, facilities, properties and activities of its members except as limited by this Agreement.
- B. Without limiting the generality of the foregoing (Paragraph A) it is expressly recognized that the District's operation and managerial responsibility includes:
1. The right to determine location of the school and other facilities of the school system.
 2. The determination of the financial policies of the District, including the general accounting procedures, inventory of supplies and equipment procedures and public relations.
 3. The determination of the management, supervisory or administrative organization of each school or facility in the system and the selection of members for promotion to supervisory, management or administrative positions.
 4. The maintenance, control and use of the school system properties and facilities.
 5. The determination of safety, health, and property protection where legal responsibility of the employer or other governmental unit is involved.
 6. The right to enforce policies, rules and regulations now in effect and to establish new policies, rules and regulations from time to time not in conflict with this Agreement.
 7. The direction and arrangement of all the working forces in the system, including the right to hire, suspend, discharge or discipline members and the creation, combination, modification or elimination of any teaching position.
 8. The determination of the size of the working force, the allocation and assignment of work to members (except that the District agrees not to assign a bargaining unit member to evaluate another licensed member), the determination of policies affecting the selection of employees, and the establishment of quality standards and judgment of employee performance.

9. The approval and authorization of the processes, techniques, methods and means of teaching, and the subjects to be taught.
 10. The right to schedule classes and assign workloads and to approve and authorize textbooks, teaching aids and materials.
- C. The management rights enumerated herein shall be subject to the other terms of this Agreement.

ARTICLE 19 REQUIRED WORKSHOPS

When members are required to complete trainings or workshops, time will be allotted during the workday that does not reduce member-directed, uninterrupted preparation time. In the event a member must complete the aforementioned activity outside of their regular eight (8) hour work day, the District will pay the fees for that training as well as paying each member their personal hourly rate of pay for the time required beyond the regular eight (8) hour workday. Should a member have permission from their principal not to attend a required workshop, they will be responsible for making arrangements to receive the training in question through an alternative method without compensation, and will be responsible for the cost of obtaining the required training and will not be eligible for reimbursement. Paid time beyond the regular eight (8) hour workday will not be required for voluntary transfers or initial hire into a program which requires additional training such as IB, AP or AVID summer training.

ARTICLE 21 TRAVEL

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

ARTICLE 22 MENTOR PROGRAM

- A. The District reserves the right to establish and discontinue a Member/Mentor Program.
- B. Mentor positions, complete with job descriptions, shall be posted in the building of the mentee for no less than five (5) working days. Postings for the mentor positions may be posted in one or more schools as may be appropriate to secure a qualified mentor. A qualified mentor will be a member of the GBEA and will possess the same or similar job responsibilities as those of the mentee. The District will consider grade level, curriculum area, prep times and building location. If more than three (3) members seek the same position, the District will use the requirements in the job description to screen candidates so it is not obligated to interview more than two (2) individuals per mentor position. This posting requirement will be waived in instances of Programs of Assistance for Improvement and Improvement Plans.
- C. No member shall be designated as a mentor unless willing to perform in that role.
- D. A mentor can only have one mentee except in unusual situations in which the District has determined only one mentor is qualified or available to work with two mentees. In that case the mentor will receive hourly compensation (thirty dollars (\$30.00)) for each mentee.
- E. No mentor shall participate, at any level, in the evaluation of the mentee.
- F. The District will provide a qualified substitute for the mentor when necessary to fulfill mentor obligations as per State Department regulations and/or District guidelines. The District may, at its discretion, provide professional leave days to support the mentorship process.
- G. The District will specify in its job description the number of hours it will pay for performance of the required duties during the contracted days of each school year. The District will pay each mentor no less than thirty dollars (\$30.00) for each hour spent per mentee in performance of the specified duties during the contracted school year. The District may offer hours of work at a different rate of pay for the time spent outside the contracted school year, but the bargaining unit member may accept or decline such work. The mentor is not precluded from submitting additional hours and being paid for them if the office of human resources authorizes payment. In the event that a mentor position is funded through the provisions of a special grant, but the grant allowance for pay is less than thirty dollars (\$30) per hour, then the District will add the necessary funds to equal thirty dollars (\$30) hourly compensation for the mentor.

- H. CPD credit that is consistent with the member's professional development plan will be earned by each mentor and mentee.
- I. Although the mentor program is intended primarily for teachers new to the District, the District may offer a mentor for any member in the District. A member who is not new to the District may, without explanation or recrimination, decline the District's offer of a mentor. This language shall not prevent the use of peer assistance when appropriate.
- J. A mentor may resign at any time during the first two (2) months of the assignment by giving five (5) days notice. Mentors may submit resignations later in the event of: 1) an emergency, 2) an unplanned leave of absence, 3) irreconcilable differences with the mentee. The mentee, during the first two (2) months, may request from the principal a different mentor with five (5) days notice. The mentor in each instance shall be paid for hours completed.

ARTICLE 26 SALARY CHECKS

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

- B. Salary checks shall be made available on the 23rd of each month. If the 23rd falls on a Saturday or Sunday, salary checks shall be available on the preceding Friday. During December, checks will be available the last day of school before winter break. The June and July checks will be available on the last day contracted in June. The August check will be available on June 23rd.

For members on a ten (10) month pay period, June checks will be available on the last day contracted.

- C. A member may request a salary advance after the first of the month and before the tenth of the month. The number of salary advances cannot exceed more than three (3) per year. The advance pay will be deducted in the month of the advance.

- D. An explanatory statement of a standard salary check will be created and posted on the District website for members. A notice referencing this document will be emailed to members at the time of the first payroll.

- E. Extra duty assignment(s) will be itemized separately when the payroll system permits. Members who receive salary for extra duties will be paid equal monthly payments for the duration of the assignment. Payment for extra duty assignments will occur as part of the regular monthly payroll.

- F. Checks will be distributed in envelopes or electronically distributed, as per the member's choice.

ARTICLE 27 DUES/PAYROLL

- A. On or before September 15 of each 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 the District of bargaining unit members who have elected to have dues deducted from their paychecks and shall identify the dues to be deducted from each. In addition, the Association shall provide a formal letter from the OEA Membership Department that confirms that OEA possesses sufficient documentation of dues deduction authorization for those members. Upon request by the District the Association shall make documented proof of dues deduction authorization for employees available for review within ten (10) days. The Association shall also notify the District when a bargaining unit member should no longer have dues deducted. The District shall enact dues deduction changes on the pay period following a notification.
1. OEA and NEA dues shall be deducted for all Association members in ten (10) monthly payments in the November through the three (3) June payroll checks. All OEA/NEA dues shall be remitted to the OEA within ten (10) days after each pay period.
 2. GBEA dues shall be deducted for all Association members in September and October and remitted to the GBEA treasurer within ten (10) days after those pay periods.
- B. The employer further agrees to provide for any employer-approved insurance program, United Way, savings bonds, or credit union. The employer will not be held liable for any errors, but will make any proper corrections as soon as practical.
- C. Dues deductions for the Council requested after September 15 shall be appropriately prorated so total annual payments will be completed by the following August (June paycheck). This provision shall also apply to members hired after September 10.
- D. The Association agrees to indemnify, defend, and hold the District harmless from employee or former-employee claims, orders, and/or judgments against the District concerning any dues deductions procedures outlined in this agreement. The Association's obligations are contingent upon the District: 1) giving the Association notice, in writing, of any claim and; 2) providing necessary information to the Association and its designated counsel in 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 all fees and costs of their elected counsel.

ARTICLE 32
NO STRIKE CLAUSE

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

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

ARTICLE 33 MISCELLANEOUS PROVISIONS

A. Savings Clause

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

B. Maintenance of Standards

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

C. Compliance Between Individual Contract and Master Agreement

Any individual contract between the District and an individual member heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

D. School Reform

The parties acknowledge that School Reform legislation will have an impact on bargaining unit members. The parties agree that the Association will be provided with written notification, and the Council will have the right to bargain, any decisions or changes that impact bargaining unit members terms and conditions of employment in a mandatory subject as defined by Oregon law.

A. Modifications

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

ARTICLE 35
PROFESSIONAL SERVICES

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

ARTICLE 36
DISTANCE LEARNING/TECHNOLOGY

A. Distance Learning

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

B. Technology

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