

GBEA Package Proposal

6/15/2017 3:09 PM 5:25 PM

Article 7 - Complaint Procedure at 3:09 PM

Article 8 - Classroom Discipline New

Article 14 - Paid Leaves at 3:09 PM

Article 18 - Safe Working Conditions New

This is intended as a package should it not be accepted in it's entirety the GBEA reserves the right to return to their original positions.

G. [Signature]
6/15/17
B. [Signature]
6/15/17

ARTICLE 7
COMPLAINT PROCEDURE

A. A complaint is a negative remark or criticism made against a member that has been brought to the attention of the District and that warrants further consideration in the opinion of the District. It is the intent of this **Article Agreement** to provide a complaint procedure that will handle such complaints expeditiously and fairly.

B. Procedural Requirements

1. Step Level 1 – Informal

If a complaint is made against a member, the administrator will confer with the member and/or the complainant in order to resolve the complaint. If the complaint is not resolved through informal discussion with the administrator, then the administrator will process the complaint in accordance with the remaining provisions of Article 7.

Timeline

The informal meeting with the member must occur within seven (7) working days of receipt of the complaint. This timeline is to be extended the number of days a member or administrator is absent during the seven (7) working days following the **compliant complaint**.

Complaints not discussed within this time period, shall not be considered in the member's evaluation, shall not be placed in his/her personnel file, and shall not be used against the member in any subsequent action by the District. However, complaints that are apparently resolved through this discussion may be referenced if a subsequent complaint occurs within twelve (12) months of the original and the subsequent complaint demonstrates a pattern or practice of behavior.

In situations in which a member who is subject of a complaint has been placed on paid administrative leave, the process will begin at Step 2.

2. Step Level 2 – Formal

a. If the member has been placed on administrative leave or a complaint is ~~made against a member to the District and is~~ not resolved in accordance with the informal discussion outline in Section B.1 above, such complaint shall be investigated further processed under the following circumstances:

1. If the complaint is of such a nature that, if determined to be valid, the administrator would intends to make a record in the evaluation report of a complaint received concerning the member; or

2. If the complaint is of such a nature that, if determined to be valid, the administrator would consider disciplinary action to be appropriate. intends to place a record of such complaint in the member's personnel file.
- b. Any complaint processed at **Step Level 2** will be in writing and signed by the complainant or the administrator and will be processed in accordance with include the following:
 1. A meeting between the administrator or designated investigator and the member within seven (7) days of the Step 1 meeting or seven (7) days of the placement of the member on administrative leave. This meeting shall be for the purpose of providing the member with an opportunity to respond to the complaint. Timelines may be waived by mutual agreement of the parties.
 21. The written complaint will be provided to the member prior to the Step 2 meeting and will include;
 - a) The name of the member against whom the complaint is made;
 - b) The date and nature of the complaint;
 - c) The name(s) of the complainant(s).

~~The member will receive a copy of the complaint prior to the meeting with the District.~~

- ~~e. During this investigatory period regarding the allegation, the District will refrain from taking disciplinary action. However, a suspension with pay will not be considered to be a disciplinary action. If a criminal or child abuse investigation is under way, the District shall not proceed with a teacher conference until authorized by legal authorities.~~

C. Miscellaneous Provisions

1. During ~~the this~~ investigatory period regarding the allegation, the administrator will withhold judgment until he/she has had an opportunity to listen to the member's response to the complaint, and ~~t~~The District will refrain from taking disciplinary action during the investigatory period. However, a suspension with pay a paid administrative leave will not be considered to be a disciplinary action. If a criminal or child abuse investigation is under way, the District shall not proceed with a teacher conference until authorized by legal authorities.
21. The member shall have the right to the Council representatives of his or her choice at all levels of this procedure. Members have protection under Article 4, including just cause, for all disciplinary actions.

- 32.** ~~In processing a complaint, the administrator will withhold judgment until he/she has had an opportunity to listen to the member's response to the complaint.~~ The administration may coordinate a meeting including the complainant and teacher member if that is viewed by administration as a constructive step in resolving the matter.
- 43.** Any directive given to a member at the conclusion of the complaint process shall be given in writing and shall address specific expectations and any intended consequences of failure to comply with the written directive.
- 54.** A complaint included in an evaluation or that results in disciplinary action personnel file in violation of the complaint procedure is grievable under Article 6, Grievance, up to an including binding arbitration as provided therein.

Yer
6/15/17

Bill
6/15/17

ARTICLE 8
CLASSROOM DISCIPLINE

- A. 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 building principal will provide the member with a written ~~classroom~~ **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. Referral Procedures
1. When in the judgment of a member, a student is by his/her behavior disrupting the instructional program to the detriment of other students, the member may send the student to the principal or designee. When the member requests, and the principal or designee concurs, a student may be detained 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 or 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 or designee may involve a parent in the conference if deemed necessary.
 3. Any member referring a student shall **provide** ~~have provided~~ 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 ~~administrator or designee~~ will provide a reasonable response to the referral within a reasonable period of time, ordinarily understood to be seventy-two (72) hours.
 4. When in the judgment of a member or principal/designee ~~administrator~~ a student requires special help with his/her behavior, the member or principal/designee ~~administrator~~ 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 ~~administrator~~ will provide what he/she deems 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 ~~administrator~~.

D. Seriously Disruptive Students

When a student is seriously disrupting the instructional program by engaging in physical/verbal abuse, ~~or intimidation, and/or interference with a member's performance of his or her duties,~~ immediate action will be taken. The member shall be authorized to send the student to an administrator's office. ~~Before re-admittance to class, there may~~ shall be a defined safety plan developed or agreement finalized between the student, ~~parent or guardian,~~ administrator and the member within three (3) working days that specifies ~~specifying~~ the future behavior expectations of the student. ~~If an agreement is not finalized prior to the student's re-admittance to class, the principal or administrator will confer with the member about the matter within two (2) working days of the member's submission of the written referral.~~ In addition, the services of the student assistance team or special education team or other appropriate group will be invoked in the manner stated in Section C.4.

E. Notification

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. 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 employee's request, training and/or relevant information to access, interpret and implement the IEP or 504 Plan.

F. No provision in this Article will have the effect of denying any rights a student has under federal or state law and regulations.

G. If a member is not satisfied with the management of student behavior ~~within a building (either as to an individual case or on a school-wide basis),~~ the member may refer the situation to the building PBIS committee (if in place) or to the building Student Conduct and Safety Committee (SCSC), to the building principal, or the principal's supervisor, as appropriate and/or they may request a functional behavior assessment.

H. 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.

ARTICLE 14
PAID LEAVES

[Handwritten signatures and dates]
6/15/17
6/15/17

A. Personal Leave

1. When a member is absent because of personal business, and the absence is not covered by any other leave, the employer will allow the member up to three-(3) two (2) days of personal leave, per year, accumulative, with the member to be paid his/her daily pay. In the event that Section A.4 is triggered, a member may carry forward one (1) unused personal leave day to the next school year; however, no more than three (3) personal leave days may be used in any one year.
2. A maximum of ten percent (10%) of licensed staff in any building or no less than two (2) licensed staff members may use personal leave on the day before and/or after a holiday or break period as long as the member provides five (5) days notice. In emergency situations the prior notice and the ten percent (10%) limit shall not apply.
3. Requests for personal leave will be given to the principal or other immediate supervisor at least twenty-four (24) hours in advance of taking the leave whenever possible.
4. In the event that ~~more than~~ seven hundred (700) days or less are used by members of the bargaining unit in one (1) year, to include personal or emergency leave under Sections A and E, the number of days specified in Paragraph A.1 will be reduced from three-(3) to two-(2) increased from two (2) to three (3) days per member in the following year(s).
5. If more than seven hundred (700) days are used by members of the bargaining unit in one (1) year, to include personal or emergency leave under Sections A and E, members may carry forward one (1) unused personal leave day to the next school year; however, no more than three (3) personal leave days may be used in any one year.
6. ~~The personal leave pool of seven hundred (700) days begins in 1998-99.~~

B. Bereavement Leave

1. ~~The~~ A member of the bargaining unit who is absent because of death in his/her immediate family or household shall be permitted an absence of up to five (5) days with pay. A member may use any accumulated leave or unpaid leave to cover up to five (5) additional days of bereavement in accordance with Oregon law.
2. "Immediate Family" (to include in-law and step-relatives) shall be interpreted to mean spouse, domestic partner, children, child of domestic partner, parents, parent of domestic partner, grandparents, grandparent of domestic partner, siblings, or grandchildren. It shall also include any other persons who are members of the member's household or who are dependent upon the member for a major portion of their support. In any instance not covered in this definition, when unusual circumstances indicate, a written application may be made by the member to the Director of Human Resources and may be approved

on a case by case basis.

C. Funeral Leave

The member of the bargaining unit shall be permitted an absence of up to eight (8) hours, per year with pay, to attend the funeral of a friend or relative. When a substitute is required, an employee must take either a half or full day, consistent with the Substitute Management System. If a sub is not required, the employee must take the leave in blocks of not less than two (2) hours.

D. Family Illness/Injury Leave

1. Any member may request up to five (5) days leave per year and the superintendent may grant such leave for illness or injury of a member of the member's immediate family. Immediate family shall be defined as: spouse, children, parents, mother-in-law, father-in-law, grandchildren, grandparents, step children, step parents, siblings, and others living in the household.
2. The District reserves the right to require medical verification if it determines such verification is needed to establish the fact of family illness/injury.
3. In the event emergency conditions arise, an extension of this leave, may be granted by the Superintendent/designee as determined upon individual merit.

E. Emergency Leave

Each member shall be eligible for emergency leave with pay and may be granted such leave upon approval of the Superintendent/designee. The district may use a person's absence history and historical use of personal leave as factors in granting emergency leave with pay. No emergency leave will be approved until applicable paid leaves have been exhausted. Upon denial of this leave, reasons shall be furnished upon request of the member within one (1) week.

F. Excused Absence

Excused absence with pay, occasioned by inability to reach the place of employment because of flood, storm, terrorism, crisis and acts of nature, may be granted when, in the judgment of the Superintendent/designee, every reasonable effort has been made to anticipate such an emergency and to make the necessary arrangements to be available for work.

~~G. Parental Leave (Moved to Article 15)~~

~~In accordance with federal and state law a member shall be allowed to take up to twelve (12) weeks of parental leave. Such entitlement expires on the first birthday of the child or on the first anniversary date of taking physical custody of the newly adopted child. A member, at his/her discretion, shall be entitled to utilize any accrued sick leave or other compensatory leave, paid or unpaid, during the parental leave as allowed by law.~~

~~Extended~~

~~sick leave provisions are not eligible to a member receiving parental leave. The District shall not require the member seeking parental leave to utilize any accrued leave during the parental leave.~~

~~A member shall give the District at least thirty (30) days written notice in advance of the anticipated delivery, stating the dates the member intends to take parental leave. The member shall adhere to the dates in the notice unless unanticipated circumstances necessitate a change.~~

~~H-G.~~ Professional Leave

Members may attend educational meetings and/or activities during school time without loss of pay or other privileges if the importance of the meeting is agreed upon by the District. The educational meeting must mutually benefit the member and the District.

The District reserves the right to recall members scheduled for professional leave. Members recalled with less than twenty-four (24) hours' notice shall be compensated with one (1) hour of pay or compensatory time at the member's choice.

Members utilizing their individual professional development funds per Article 20 shall not be recalled.

~~I-H.~~ Jury Duty Leave

If a member is summoned to serve on a jury, the employer shall grant the member permission to serve, without loss of his regular salary, provided that if the member receives a fee for these services, the fee shall be submitted to the District business office. The member shall retain all monies collected for mileage and expenses while on jury duty.

~~J-I~~ Military Leave With Pay

All periods of annual active duty for training as a member of the National Guard, National Guard Reserve, or of any reserve component of the Armed Forces shall be in accordance with ORS 408.290.

~~K-J~~ Legal Leave

1. The District will grant up to three (3) days of a legal leave with full pay in the event a member is subpoenaed or summoned to appear in a legal proceeding in which the member is not the plaintiff.
2. The member will give as much advance notice as possible of intended use of legal leave and will provide the District human resources office with a copy of the subpoena or summons.

TA

GBEA Proposal
6/15/2017 1:38 PM

K. Sabbatical Leave (moratorium during life of contract)

1. A minimum of five (5) years experience within the District shall be required. However, a member with special certification needs may apply after three (3) years experience within the District.
2. Application forms shall be available through the office of the Superintendent. Requests for sabbatical leave shall be made to the Superintendent for approval by the Board ninety (90) days prior to the proposed leave.
3. A member on sabbatical leave will not forfeit any privileges under the retirement law, insurance benefits, salary increment or sick leave to which he or she would be entitled if in continuous service. Regular payroll deductions for retirement, taxes, etc., shall be made from the salary granted the member. Matching contributions to the retirement fund by the employer will be made. The name of the person on sabbatical leave will be retained on the District payroll records and the absentee shall keep the payroll clerk advised as to where the monthly checks are to be forwarded.
4. Applications shall be accompanied by a written specific planned program of study.
 - a. An affidavit will be signed by the applicant promising to return to the District and to work three (3) times the amount of time taken for the leave. A one (1) term leave would require three (3) terms of service.
 - b. The salary advanced in a standard contract year by the employer during the term(s) of the leave will be considered an interest-free loan. Said loan shall be canceled after repayment of service. Repayment of the above loan must be repaid on a pro-rated basis if subsequent service is not fulfilled (interest at OnPoint Credit Union rates),
 - c. Procedures for distribution of benefits in the event of death of the individual on sabbatical leave will be the same as if he were on active assignment. In case of injury or other illness to the member during the leave, which prevents completing purpose of leave, the sabbatical leave will be terminated and all provisions for accrued sick leave will apply. These provisions will take effect on the first day following notification of illness to the District, verified by a medical report. After illness or injury as described above, upon release by appropriate medical authorities, the member will be, when possible, returned to regular duty for the remainder of the school year or shall be reinstated on sabbatical leave.
 - d. An official transcript indicating satisfactory completion of courses for which the leave was granted shall be given to the District within a reasonable time following termination of leave.
 - e. A staff member on said leave must be enrolled for not less than twelve

(4)

TA
SHE
PM

GBEA Proposal
6/15/2017 1:38 PM

(12) graduate hours, or the corresponding hours on a semester basis. Exceptions to the above must be approved by the Superintendent.

- f. A staff member on said leave shall receive the stipend under this policy from the employer and will be entitled to employer tuition reimbursement.
 - g. If evidence has been obtained that a member on said leave is not fulfilling the purpose for which the leave was granted, it shall be reported to the Superintendent and the Board may terminate the leave. The member shall be given an opportunity to be heard by the Board regarding the alleged abuse.
 - h. Status upon return from sabbatical leave: The District shall reassign the member to his former position in the school in which he taught at the time the leave commenced. If such position has been eliminated, the member will be reassigned to a similar position.
5. Sabbatical leave salary shall be computed as two-thirds (2/3) of the member's daily wage for each contracted day the member is in college. The amount shall not be less than two-thirds (2/3) of the member's current monthly salary. If any stipend is provided, the monthly salary allowance plus stipend shall not exceed the amount of the regular monthly salary which the member would have received if they had not been on sabbatical leave. If the said leave is for one (1) term, the member would be paid the amount above for each month of the leave. If for more than one (1) term, it would still be computed on a daily wage as above.
6. No more than three (3) members may be on sabbatical leave at any one (1) time. The District will not deny sabbatical leave requests solely on the basis of budget or revenue resource limitations but in the event of a budgetary crisis resulting in a reduction of bargaining unit personnel through layoffs, the District may rescind or cancel approved sabbatical leave requests, unless the member has actually begun the leave. In situations where an approved sabbatical leave request is rescinded or canceled, the District will reimburse the member for incidental expenses already incurred by the member in reliance upon the approval. Before doing so, however, the District will meet and confer with Council representatives.
7. Council agrees to a moratorium on the use of sabbatical leave for the term of this agreement.

5

[Handwritten signatures and dates]
6/15/17 6/15/17

ARTICLE 18
SAFE WORKING CONDITIONS

A. The District will provide a safe and **healthy** ~~healthful~~ working environment by complying with state and federal laws and regulations pertaining to workplace safety. **The District and the Association agree to work together to promote safe working and learning conditions.**

B. Building/Environmental Issues

When District administrators are aware of situations where members are likely to be exposed to serious, contagious diseases and illnesses, or environmental hazards, the District shall make a reasonable effort to inform members of such exposure unless confidentiality laws prevent it from doing so. The District will communicate to members recommendations they receive for mitigating the exposure.

Within ten (10) days of a request, the District shall inform the affected staff members and GBEA of their plan, if any, to remedy the problem.

C. Student Issues

When District administrators are aware of situations in which students being assigned to members 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.

The District will notify members concerning students that have entered the court system, consistent with the requirements of state law.

D. Building **Student Conduct and** Safety Committee

A **Student Conduct and** Safety Committee (**SCSC**) shall exist at every building site consistent with state and federal statutes. A member, or a Building Representative on behalf of the member, may present an item to the building safety committee, in accordance with all applicable laws. **Building PBIS team members may be a part of the SCSC.** Reports from building **SCSC** safety committees will be forwarded to the District Student Discipline and Safety Committee.

The SCSC Safety Committee will identify and/or review workplace safety concerns including but not limited to environmental issues, disasters and threats, security, and general student conduct that presents a potential school safety concern.

H- E. District Student Discipline and Safety Committee

The District Student Discipline and Safety Committee will have oversight over workplace safety concerns including but not limited to environmental issues, disasters and threats, security, and member support in discipline and safety issues.

The Committee will be comprised of up to five (5) members appointed by the GBEA Executive Council, **up to five (5) members appointed by OSEA**, and up to five (5) members appointed by the District. ~~When issues specifically impact classified employees, the Classified Association will be invited to send representatives to participate in discussions.~~

The committee will meet at least quarterly. Both The GBEA, OSEA and the District may bring issues to the committee for consideration. **The Student Safety and Discipline Handbook shall govern safety procedures for the duration of this agreement. The contents of the Student Safety and Discipline Handbook shall not be grievable.** After review, any changes recommended by the committee will be forwarded to the respective GBEA and District bargaining teams for their review and approval **before inclusion.**

I. F. Safety Appeal Process

In the event a member feels a safety or discipline procedure is not being followed, a member, or a GBEA Representative on behalf of the member, may register their concern to their principal. If the concern is not resolved at this level, the member may appeal to the Superintendent. If the concern still remains unresolved, the member will be provided an opportunity to have their concern heard before the school board.

E. G. Personal Property

Members whose personal property is stolen or vandalized while on school premises may submit a claim for restitution or repair costs. Such submission shall be after the member has submitted the matter to his/her own insurance company. The amount of the district restitution will be limited to the deductible amount for the member's own insurance.

Determinations as to the amount of restitution or repair will be determined on a case-by-case basis by the administration. Members shall not be held responsible for the personal property of students.

F. H. Disability and Workers' Compensation

Upon request, or as required, by an individual member, the district will provide information about disability or workers' compensation claims and procedures. However, the district will not offer advice on the merits of the claim, nor will the district assist in the completion of the member or physician required documents.

G. I Medically Fragile Students

The District will establish training and protocols designed to provide for the care and safety of medically fragile students (eg. feeding, diapering and/or toileting of students) while taking into consideration the limitations of staffing and facilities as well as liability concerns for the District and staff.

~~H. District Student Discipline and Safety Committee (Moved to E)~~

~~The District Student Discipline and Safety Committee will have oversight over workplace safety concerns including but not limited to environmental issues, disasters and threats, security, and member support in discipline and safety issues.~~

~~The Committee will be comprised of up to five (5) members appointed by the GBEA Executive Council, **up to five (5) members appointed by OSEA**, and up to five (5) members appointed by the District. When issues specifically impact classified employees, the Classified Association will be invited to send representatives to participate in discussions.~~

~~The committee will meet at least quarterly. Both the GBEA and the District may bring issues to the committee for consideration. After review, any changes recommended by the committee will be forwarded to the respective bargaining teams for their review and approval.~~

~~I. Safety Appeal Process (Moved to F)~~

~~In the event a member feels a safety or discipline procedure is not being followed, a member, or a GBEA Representative on behalf of the member, may register their concern to their principal. If the concern is not resolved at this level, the member may appeal to the Superintendent. If the concern still remains unresolved, the member will be provided an opportunity to have their concern heard before the school board.~~