

**2020-2023  
NEGOTIATED AGREEMENT  
BETWEEN  
GASTON SCHOOL DISTRICT 511J  
and  
GASTON EDUCATION ASSOCIATION**



**GEA**

## TABLE OF CONTENTS

<b>AGREEMENT</b>	<b>1</b>
<b>ARTICLE 1 - RECOGNITION</b>	<b>1</b>
<b>ARTICLE 2 - NEGOTIATIONS PROCEDURE</b>	<b>1</b>
<b>ARTICLE 3 - MANAGEMENT RIGHTS</b>	<b>2</b>
<b>ARTICLE 4 - RIGHTS OF PROFESSIONAL EMPLOYEES</b>	<b>3</b>
<b>ARTICLE 5 - CONTROL AND DISCIPLINE</b>	<b>5</b>
<b>ARTICLE 6 - PROFESSIONAL RESPONSIBILITY AND FREEDOM</b>	<b>5</b>
<b>ARTICLE 7 - PAYROLL DEDUCTION</b>	<b>6</b>
<b>ARTICLE 8 - JUST CAUSE</b>	<b>6</b>
<b>ARTICLE 9 - DURATION OF AGREEMENT</b>	<b>7</b>
<b>ARTICLE 10 - GRIEVANCE PROCEDURE</b>	<b>7</b>
<b>ARTICLE 11 - SUBSTITUTE TEACHERS</b>	<b>11</b>
<b>ARTICLE 12 - MEMBER WORK DAY</b>	<b>11</b>
<b>ARTICLE 13 - ASSIGNMENT AND TRANSFER</b>	<b>14</b>
<b>ARTICLE 14 - EVALUATION OF TEACHING PERFORMANCE</b>	<b>15</b>
<b>ARTICLE 15 - PROFESSIONAL GROWTH</b>	<b>15</b>
<b>ARTICLE 16 - PAY DAY</b>	<b>17</b>
<b>ARTICLE 17 - MISCELLANEOUS</b>	<b>17</b>
<b>ARTICLE 18 - RENEWAL OF CONTRACT</b>	<b>18</b>
<b>ARTICLE 19 - LEAVES</b>	<b>19</b>
<b>ARTICLE 20 - INSURANCE AND OTHER BENEFITS</b>	<b>22</b>
<b>ARTICLE 21 - FUNDING</b>	<b>23</b>
<b>ARTICLE 22 - SAVINGS CLAUSE</b>	<b>24</b>
<b>ARTICLE 23 - EXTRA CURRICULAR STIPENDS</b>	<b>24</b>
<b>ARTICLE 24 - PROFESSIONAL COMPENSATION</b>	<b>25</b>
<b>ARTICLE 25 - REDUCTION IN FORCE</b>	<b>27</b>
<b>ARTICLE 26 - ASSOCIATION RIGHTS</b>	<b>28</b>
<b>ARTICLE 27 - EXECUTION / SIGNATURES</b>	<b>30</b>
<b>MEMORANDUM OF UNDERSTANDING</b>	<b>31</b>
<b>SALARY SCHEDULES</b>	<b>32</b>
<b>EXTRA DUTY SALARY SCHEDULES</b>	<b>34</b>

## **AGREEMENT**

This Agreement entered into this 5th day of March, 2020, by and between the Gaston Education Association, hereinafter called the "GEA" or the "Association", and Gaston School District 511-555 JT, Washington County, Oregon, hereinafter called the "District".

### **WITNESSETH:**

**WHEREAS**, the parties have reached certain understandings which they desire to confirm, **IT IS HEREBY AGREED AS FOLLOWS:**

### **ARTICLE 1 - RECOGNITION**

- A. The District hereby recognizes the Gaston Education Association as the sole and exclusive bargaining representative for all licensed personnel employed by the District. Such representation shall exclude the superintendent, principals, assistant principals, directors of school and community relations, business manager, substitutes and temporary (90 days or less) employees, and any other person engaged at least 50 percent of the time in the direct administration and supervision of licensed personnel.
- B. All full-time and part-time employees (half-time or more) under contract who are not excluded by Section A of this article and licensed by TSPC or authorized by the Department of Education will be covered by the terms of this contract.
- C. The term "Board" when used hereinafter in the Agreement shall refer to the Board of Directors of the Gaston School District.
- D. The District agrees not to negotiate with or recognize any member's organization other than the Association for the duration of this Agreement.

### **ARTICLE 2 - NEGOTIATIONS PROCEDURE**

- A. Not later than March 15th of the calendar year in which this Agreement expires, the District and the Association 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 members' salaries, hours, working conditions, terms, conditions of employment, and other matters of mutual concern. Any agreement so negotiated will be reduced to

writing and signed by the District and the Association, following the ratification of said agreement by the District Board of Directors and the Association members. The signed agreement will be posted on the District Website with copies distributed to all new staff members covered by this Agreement, with the costs borne equally by the Association and the District.

- B. During negotiations, the Board and the Association will present relevant data, exchange points of view, and make proposals and counter proposals.
- C. The District will make available to the Association for inspection all public information of the Gaston School District (which shall not be construed to include confidential materials of the Gaston School District) at the cost of the materials used for publication. Either party may, if it so desires, utilize any services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.
- D. This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- E. There shall be two (2) signed copies of the final Agreement for the purpose of records. One (1) shall be retained by the District and one (1) by the Association.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

- A. The parties recognize that the Board has the responsibility for formulation and implementation of policies and rules governing the educational program and services of the District. No delegation of such responsibility is intended to be implied by any provisions of this Agreement.
- B. The parties agree that the District retains all the customary, usual and exclusive rights decision-making, prerogatives, functions and authority connected with or in any way incidental to its responsibility to manage the affairs of the District or any part of it, consistent with Oregon law. Rights of employees in this bargaining unit and the Association are limited to those set forth in this Agreement or provided by Oregon law, and the District retains all prerogatives, functions and rights not limited by the terms of this Agreement or by Oregon law.

## ARTICLE 4 - RIGHTS OF PROFESSIONAL EMPLOYEES

### A. ORGANIZING

Members shall have the right to organize, join and assist the Association, to participate in professional negotiations with the Board through Association representatives of their own choosing, and to engage in other activities, individually, or in concert, for the purpose of establishing, maintaining, protecting or improving conditions or professional service and the quality of the educational program.

### B. CONFORMANCE WITH LAW

Nothing contained herein shall be construed to deny any member his/her rights under the Constitution and Laws of the United States and the State of Oregon or under the applicable laws and regulations.

### C. EVALUATION OF STUDENTS

The member shall maintain the exclusive right and responsibility to determine grades and other evaluations of students. No grade or evaluation shall be changed without approval of the member unless, in the Superintendent's discretion, such a change is warranted and after notification to the member, if possible.

### D. CRITICISM

Any question or criticism by a supervisor, administrator or Board Member of a member and his/her instructional methodology shall be made in confidence and not in the presence of students, other members, parents, or other public gatherings. Members shall not criticize administrators or Board Members in the presence of students, parents, or at public gatherings. This section becomes void if an exigent circumstance or emergency arises.

### E. ASSOCIATION IDENTIFICATION

No member shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

### F. COMPLAINTS

Any complaint regarding a member made to any member of the Administration by any parent, student, or other person which will be placed in the member's personnel file will be discussed with the member and investigated within ten school days. If the complaint is submitted to the administrator in writing, a copy

will be shared with the member, including the complainant's name. The member will be given an opportunity to respond and/or rebut such complaint.

#### G. PERSONNEL FILES

The official files on members are confidential, and as such shall be available for inspection only by the supervisory and confidential employees of the District or as otherwise required by law. Members shall have the opportunity to review all materials such as evaluation originating from District administrators before they are made a permanent part of the personnel file, and an opportunity to respond in writing.

Members shall have the right to review all materials in their personnel file except for confidential letters of recommendation received prior to employment start date.

Members shall be allowed to attach for inclusion in the file written comment relating to any evaluation, reprimand, charge, action or any matter placed in the member's personnel file.

#### H. PERSONAL LIFE

The personal life of a member is not an appropriate concern of the District except when it can be demonstrated that the personal conduct at issue is adversely affecting the member's fitness for or performance of his/her teaching and classroom responsibilities.

#### I. NON-DISCRIMINATION

The Association and the District affirm their adherence to the principles of free choice and agree that they shall not discriminate against a member covered by this Agreement because of age, race, religion, gender, disability, marital status, national origin, color, sex, sexual orientation or veteran's status. No grievance may be brought alleging violation of this section, although nothing in this section shall limit an employee's ability to pursue whatever non-contractual method of dispute resolution available under the law that he or she chooses (such as a complaint before the Equal Employment Opportunity Commission or Oregon Bureau of Labor and Industries).

#### J. REPRESENTATION

If a member is involved in a discussion with an administrator which the member reasonably believes may lead to a disciplinary action, the member may call a halt to the discussion in order to obtain an Association representative who will be allowed to attend the discussion.

## **ARTICLE 5 - CONTROL AND DISCIPLINE**

- A. While members and administrators have a shared responsibility for student discipline, members bear the primary responsibility within the classroom.
- B. When, in the judgment of the member, a student is, by his/her behavior, seriously disrupting the instructional program to the detriment of other students, the member may temporarily remove the student from the classroom and refer him/her to the principal or other designated representative for appropriate action. Members will communicate with the office regarding the referral at the time of the referral. A complete student incident referral form will be submitted in a timely manner.
- C. Exclusion from the classroom will be in accordance with state and federal law and the District's discipline policies and procedures.
- D. The member shall be provided with timely feedback about the outcome of an office referral.
- E. Members and administrators in each building shall jointly develop/review written procedures for dealing with disciplinary matters. Such procedures shall be subject to review and revision annually, if required.

## **ARTICLE 6 - PROFESSIONAL RESPONSIBILITY AND FREEDOM**

The Board and the Association agree that academic freedom is essential to the fulfillment of the purpose of the District. They acknowledge the fundamental need that the members must be free to think and to express ideas, free from undue pressure of authority and free to act within their professional group and in the performance of their teaching functions. This academic freedom must be exercised, however, within the basic ethical responsibilities of the teaching profession. These responsibilities include a commitment to democratic tradition and its methods, and sensitivity to community values and expectations, and all responsibilities and ethics required by the Oregon Teacher Standards and Practices Commission (TSPC).

While it is recognized that members will interpret information and often craft individualized presentations in their role as instructors, members shall at all times follow the District's curriculum and instructional guidelines. Further, materials used, studied and/or discussed shall be relevant to the course, the District curriculum and instructional guidelines. Unless otherwise approved by the District's Board of Directors or administration, said materials shall not be contrary to the contemporary standards of the citizens of this community.

## **ARTICLE 7 - PAYROLL DEDUCTION**

### **A. Payroll Deduction**

1. Upon written authorization by the Association to the payroll office, the District shall deduct membership dues, assessments and related contributions to the GEA, OEA and NEA and shall forward GEA monies to the GEA Treasurer and OEA, NEA monies to the designated OEA office. Pursuant to such authorization, the District shall deduct the total authorized annual GEA, OEA and NEA dues equally from each paycheck for a given year.
2. Employees hired after the beginning of the school year shall have such deductions prorated according to the portion of the year employed.
3. The District agrees to the continuation of all payroll deductions authorized previously unless revoked in writing or otherwise made illegal. Revocation of this authorization is through written notice to the District and OEA by October 1 of the succeeding membership year. If either the District or Association receives such a revocation, they will notify the other as soon as possible. OEA shall submit all revocations to the District by November 1. The Association agrees to hold the District harmless with respect to compliance with the October 1 deadline date above.
4. The District agrees to transmit the dues deducted as indicated above to the appropriate Association office. The Association agrees to refund to the District any amounts paid to it in error.
5. Upon receipt of written authorization directed to the payroll office, the District agrees to deduct from employee's wages and remit payments within ten (10) calendar days for the following programs:
  - a. Medical insurance in excess of the District contribution;
  - b. Dental or vision insurance in excess of the District insurance contribution;
  - c. Up to four (4) other deductions selected by unit members.

## **ARTICLE 8 - JUST CAUSE**

No member in the bargaining unit shall be disciplined, reprimanded or reduced in rank or basic salary without just cause. All information forming the basis for disciplinary action will be made available to the employee and the Association at



the employee's request. Any violation of this provision may be used as a basis for a grievance; however, this Article does not apply to the dismissal of contract or probationary members, the non-renewal of a contract teacher or the non-renewal of probationary members' contracts (such matters are excluded because they are governed by the Fair Dismissal Law). No probationary member shall be dismissed except for "cause deemed in good faith sufficient by the Board" as provided for in ORS 342.835. The probationary member is entitled to a meeting with the Board upon request to discuss the cause of dismissal or non-renewal.

## **ARTICLE 9 - DURATION OF AGREEMENT**

- A. This Agreement shall be effective as of July 1, 2020, and shall continue in effect until June 30, 2023.
- B. The parties may at any time mutually agree to reopen Articles of or the entire Agreement.

## **ARTICLE 10 - GRIEVANCE PROCEDURE**

### **A. PURPOSE**

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting members.

### **B. DEFINITIONS**

1. Grievance: A "grievance" is a claim by a member or the Association based upon the interpretation, application, or violation of this contract as it affects a member or group of members.
2. Grievant: A "grievant" is the party (or person) making the claim.
3. Party in Interest: A "party in interest" is the party making the claim and any person who might take action, or against whom action might be taken, in order to resolve the claim.
4. Days: The word "days" refers to a day when the members are required to be in attendance.

### **C. REPRESENTATION AND RESPONSIBILITIES**

Representation: Any grievant may be accompanied at all stages of this procedure by an Association representative of his own choosing. The

Association shall have the right to be present and to state its views at all stages of the procedure.

Group Grievance: In the event a grievance is filed by a group of employees representing two or more buildings, that grievance may be initiated at the second step or level providing a solution is beyond authority granted the principal or immediate supervisor.

Non-Reprisal: No reprisal of any kind shall be taken by the Board on any member of the Association, or any participant in the grievance procedure by reason of such participation.

#### D. OPERATING LIMITS

1. Time Limits: The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. If the grievant fails to pursue the grievance within the timeline provided, the grievance is deemed dropped. If the grievance is deemed denied at that level, the grievant may appeal to the next level. The time limits may be, however, extended by mutual agreement.
2. Year End Grievance: In the event a grievance is filed at such a time that it cannot be processed through the steps of this procedure by the end of the school term of the grievant, the time limits set forth herein may be reduced so that the procedure may be exhausted prior to the end of the school term, or as soon thereafter as is practicable, if mutually agreed upon.
3. Meetings and Hearings: All meetings and hearings under this procedure shall be conducted in executive session unless a public hearing is requested by the grievant(s) or as otherwise required by law. The grievance will be heard in executive session at Level III if it involves confidential matters regarding other employees or students. At Level IV, the Arbitrator will decide whether the hearing will be open or closed to the public, upon the request of either party.
4. Written Decisions: Decisions rendered at level one which are unsatisfactory to the grievant and all decisions rendered at subsequent levels of the procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted to all parties in interest and to the Association.
5. Separate Grievance File: All documents, communications and records dealing with a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of the participants. Files are to be located in the district office.

## E. THE PROCEDURE

### 1. Level One

- a. The party with a grievance will first discuss it with his/her principal or immediate supervisor within 15 days from the time the grievant knew or should have known of the incident giving rise to the grievance with the objective of resolving the matter formally.
- b. If the grievant is not satisfied with the formal disposition of his/her grievance, he/she may communicate a written grievance with his/her principal within ten (10) days of the informal meeting. The principal shall make a written decision within ten (10) days of receipt of the written grievance and attach it to the original grievance. Copies shall be sent to the grievant within five (5) days of the decision.

### 2. Level Two

- a. If the grievant is not satisfied with the disposition of his/her grievance at Level One, or if no written decision has been rendered within ten (10) days, he/she may appeal to the Superintendent in writing. The appeal shall include a copy of the decision being appealed and the grounds for regarding the decision as incorrect.
- b. Appeals to the Superintendent or his/her appointed representative shall be heard by the Superintendent within ten (10) days of his/her receipt of the appeal. Written notice of the time and place of the hearing shall be given to the grievant and the Association not less than five (5) days prior to the hearing.
- c. Within ten (10) days of the hearing, the Superintendent shall communicate to the grievant and to the Association his/her written decision, which shall include supporting reasons for the decision.

### 3. Level Three

- a. Within ten (10) days of receipt of the written decision by the Superintendent or if no written decision has been communicated within the required time, the grievant may further appeal to the Board. The appeal shall include a copy of the decision being appealed and the grounds for regarding the decision incorrect and must be in writing.

- b. Appeals to the Board shall be heard by the Board within fifteen (15) days of its receipt of the appeal. Written notice of the time and place of hearing shall be given five (5) days prior thereto to the grievant and to the Association.
- c. Within ten (10) days of the hearing of the appeal, the Board shall give to the grievant and to the Association its written decision, which shall include supporting reasons for the decision.

#### 4. Level Four - Arbitration

- a. Within ten (10) days of the decision at Level Three or if no written decision has been rendered within the required time, the grievant may request to the Association that the decision rendered under Level Three be submitted to Arbitration. If the Association so determines, it may submit the grievance to Arbitration within ten (10) days after receipt of the request from the grievant.
- b. The selection of the arbitration and subsequent proceedings shall be through the Employment Relations Board. A request will be made of ERB for a list of seven potential arbitrators, from which one shall be chosen by the parties by alternately striking one name from the list. Any incurred costs shall be shared equally between the District and the Association.
- c. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is a violation of this Agreement. The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning and conclusions on the issues submitted. His/her (the arbitrator's) decision shall be submitted to the Board and to the Association and shall be final and binding on both parties.
- d. Costs of the arbitrator, other than the costs incurred by each party in presenting its case, shall be borne equally by the parties.
- e. Any information or material not previously made known to each party during the Level Three of the grievance procedure may not be used in arbitration unless the other party is notified in writing of the specific nature of such, not less than 72 hours of the first arbitration session.

- f. The names of the witnesses who will be used in arbitration must be made known to the other party 72 hours prior to the first arbitration session. This does not restrict the ability of either party to call rebuttal witnesses.

## **ARTICLE 11 - SUBSTITUTE TEACHERS**

- A. Members will use the District's automated substitute system to request substitutes.

If a member is required by the principal to cover classes for another member, the member will receive a stipend at the curriculum rate based upon the length of a class period. Due to member responsibility on the day they are asked to substitute, the member has the right to decline. This includes coverage for coaching responsibilities.

When a member is asked to cover classes for another member due to a substitute shortage, the member will receive the stipend per this Section, with each class period, or 45 minutes in the elementary school, counting as a class covered for purposes of this article.

- B. It is further agreed that regular members may substitute for absent members only when such substitution is temporary or emergency in nature, and as such is deemed necessary by the building principal.
- C. It is the responsibility of the regular member to leave applicable lesson plans and make any necessary arrangements to insure proper continuity of the daily classroom program, and an easy transition for the substitute and students.
- D. It is the responsibility of the principal or his/her designee to attempt to orient the substitute member with teaching assignment, building and grounds duties, lunchroom procedures, etc.

## **ARTICLE 12 - MEMBER WORK DAY**

- A. MEMBER WORK DAY

The normal workday shall be eight (8) hours in length, as scheduled by the District. Such normal work days shall include a minimum of 30 minutes continuous duty-free lunch period and planning time as stated in Section B of this article. Notwithstanding the foregoing, the District may offer, and a member may voluntarily accept, an additional class teaching assignment. When class is conducted, a stipend of 1/7<sup>th</sup> of the member's salary shall be paid to that member.

The District and the Association recognize that teaching is a profession which involves certain professional obligations. Occasionally, members may be asked to participate in activities beyond the normal workday including Parents' night, back-to-school night, department meetings, building meetings and parent conferences. The District may require the attendance of staff at some evening activities, or extended activities with students, for which the District will compensate the staff by early release on other days during the contract period. These shall be without additional compensation. However, department and building meetings shall be contiguous to the regular workday. At the beginning of the school year, principals provide members with a calendar of evening events requiring members' attendance and the scheduled dates. If there are more than three (3), the member shall be compensated at the curriculum rate.

In special cases, it may be advantageous for a member's schedule to vary from the "normal" workday. In such cases, a special workday may be negotiated between the member and the administration. When the starting of school is delayed for any reason, the members will not be required to stay longer than one hour after the dismissal of the students.

Members may make reasonable adjustments to their daily and weekly schedules as necessary to accommodate professional obligations and to meet personal needs. Members will be professional when adjusting their schedule and shall notify the school office and the principal. In order to provide professional courtesy to administrators, each school will establish a process for notification when an administrator is unavailable.

## B. MEMBER PLANNING AND PREPARATION TIME

Planning time is designated as that time before and after school and as stated below:

1. Jr./Sr. High Level: Full-time members shall have one class period per day preparation period, during which they shall not be assigned to any other duties. The length of each preparation time shall not be less than the length of a normal teaching period.
2. Elementary Level Day and Planning Time: During scheduled pull-out times, elementary members shall have at least 45 minutes of uninterrupted preparation time per day and one (1) fifteen-minute recess break per day.

## C. MEMBER WORK YEAR

For the 2020-2021 school year, the member work year shall consist of 189 workdays for those employed by the District, including 172 student contact days.

For the 2021-2022 school year, the member work year shall consist of 190 workdays for those employed by the District, including 173 student contact days.

For the 2022-2023 school year, the member work year shall consist of 191 workdays for those employed by the District, including 174 student contact days.

Member work year shall include five (5) paid holidays (Labor Day, Veteran's Day, Thanksgiving, President's Day, and Memorial Day) and 12 work days without students. Martin Luther King Jr.'s Birthday shall be observed as a non-paid holiday.

Members shall have a full workday at the end of each grading period for the express purpose of computing student grades.

#### D. CONFERENCES

A workday following conferences, as determined by administration with GEA input, shall be considered a non-attendance contract day for members unless conference days are 8 hour work days. In the case of an 8-hour conference day, the day after will be a normal work day.

#### E. SCHOOL CALENDAR

At least thirty (30) days prior to submission to the Board of Directors for adoption, the calendar shall be reviewed for suggestions by building GEA. The committee shall be composed of a building administrator, teachers, classified personnel, and a community member. The GEA recommendation shall be considered in construction of the calendar.

#### F. EMERGENCY CLOSURE

Whenever student attendance is not required due to an emergency closure, employee attendance shall not be required and no loss of pay will result.

Staff will be asked how they wish to make up any emergency closure days which are not scheduled as student make-up days. Staff may decide individually how to make up days through the use of paid time off days, sick leave or arranged make-up time. Members shall first use paid time off days, if available, before using sick leave days.

## **ARTICLE 13 - ASSIGNMENT AND TRANSFER**

### **A. ASSIGNMENT**

Assignment of all members employed by the District shall be under the direction of the superintendent, by act of the Superintendent and subject to the approval of the Board of Directors.

### **B. TRANSFER**

1. The Superintendent shall be responsible for any and all transfers of the school personnel within the District. Members are assigned to specific positions at specific buildings by act of the Superintendent.
2. Members will be given prior notice of a change in assignment and will have an opportunity to state their views on the transfer. Consideration will be given to the members' desires as much as possible, and members will be conferred with by the Superintendent prior to any change in assignment.
3. Members may request transfer or change of assignment by written request through their building principal to the Superintendent.
4. Members subject to transfer may request a review by the Board by so advising the Superintendent in writing. The Superintendent will agenda the review at the next regular board meeting.
5. In-Building Changes of Assignment

If grade level changes need to be made within the building, all staff will be notified prior to posting of the vacancy(ies). Current staff will be granted an interview if they notify human resources within parameters and qualifications set forth in the position posting.

### **C. JOB SHARE**

1. Job-sharing shall mean two (2) members, each working part-time, who together fill a single full-time position. Members who job share shall have the first opportunity to substitute for each other.
2. Any member in the District can request a job share assignment. All job share requests are to be made in writing and filed with the building principal by March 15<sup>th</sup>. The Superintendent shall make the final decision on such requests.
3. If a member in a job share assignment resigns from the District or transfers,



the remaining member can apply for full-time employment based upon member qualifications and if the District deems a vacancy exists.

4. Job share members who teach half-time or more shall advance one (1) step on the salary schedule every year.

#### **ARTICLE 14 - EVALUATION OF TEACHING PERFORMANCE**

- A. See the district adopted Professional Growth and Evaluation Handbook for Teachers and Counselors (Certified Evaluation Handbook). The District will prepare and periodically update the Certified Evaluation Handbook, working in collaboration with representatives appointed by the Association prior to presenting any proposed changes to the Board for adoption.
- B. Frequency of Evaluation: Contract teachers/staff will be evaluated at least every 2 years, and can be evaluated annually. Probationary teachers will be evaluated 3 times in the first year and at least twice in the second and third years. Exceptions and specifics are addressed in the Certified Evaluation Handbook.
- C. Summative evaluations will be shared with each teacher prior to the last work day of the year and be submitted to the superintendent's office by the last day of June. See the Certified Evaluation Handbook for the schedule of mini and formal observations.
- D. The District evaluator may use such equipment (such as audio and video recording devices) as deemed appropriate by the Administration in the evaluation of members with the member's prior approval.
- E. The evaluator is required to make an evaluation in writing. These evaluations are to become part of the permanent personnel file. Members must be given an opportunity to sign their evaluations to assure he/she has seen and read the report. The member may submit an explanation or denial to be added to the report.

#### **ARTICLE 15 - PROFESSIONAL GROWTH**

##### **A. GENERAL REQUIREMENTS**

1. All certified personnel employed by the District are required to keep themselves informed of essential instruction improvement through professional study, group discussions, outside school visitations and travel. Each member shall continue to attend graduate level or content area related undergraduate classes as approved by the Building Principal and/or relevant workshops to keep abreast of technology changes, changes in curriculum methods and teaching procedures.

2. The District shall reimburse full cost of registration fees, travel expenses, and other reasonable expenses incurred in connection with any meeting or conference which the member is directed by the District to attend per Article 17 of this Agreement.
3. Individual requests to attend a class, conference or workshop shall be submitted through the building principals to the Superintendent at least seven (7) days prior to the class, conference or workshop. Response to the request will be delivered to the member and the principal not less than three (3) days prior to the class, workshop or conference.
4. Awarding of the annual increment shall be primarily contingent upon successful teaching as determined by the evaluation process of the District, meeting of professional growth requirements and the filing of a valid teaching certificate. Salary column reclassification from BA to BA+60/MA must be supported by submitting current transcripts in a request to the Superintendent no later than September 15th of the year for which the reclassification is requested. In extenuating circumstances, the Superintendent will accept documentation in lieu of a transcript if said documentation is received by September 15th and transcripts are provided by October 15th of the same year.
5. Course work for tuition reimbursement may be either undergraduate or graduate level or an approved workshop and must receive prior written approval by the superintendent.

## B. TUITION REIMBURSEMENT

The District shall annually budget a tuition reimbursement cap of \$12,000 district-wide to be pro-rated between the buildings on an FTE basis. Funds shall be distributed on a first come first served basis for up to three credits per person figured at the rate charged by Portland State University. Courses must be pre-approved by the Building Principal prior to enrollment in order for reimbursement to be made.

The period between July 1st and June 30th is considered the "reimbursement year." This tuition reimbursement applies only to members presently covered by this contract. Reimbursement for members new to the District will not be granted for summer session work taken prior to the effective date of their contracts.

A member who is no longer employed by the District shall receive no tuition reimbursement for courses taken after the completion of the school year for students and members (i.e., the last day of in-service in June).

The District will reimburse the tuition costs, either by the 18th or the 30th of the

month in which the request is submitted, to the limit of a three-hour credit at PSU, upon presentation of proof of payment (i.e., a receipt or canceled check). Upon completion of the term of the course, the employee must provide the District proof that the course was successfully completed (usually a grade report or report card -- a grade of "incomplete" does not constitute proof of completion). This proof shall be received by the District not later than six weeks after the end of the course of the term.

#### C. WORKSHOPS

The district shall annually budget a workshop cap of \$3,000 district-wide to be pro-rated between the buildings on an FTE basis. The funds shall be used specifically for the costs of the workshops and shall not be used for the cost of substitutes if a member is gone during the workday for an approved workshop. Although the workshop requests are employee directed, they do require district approval. Any workshop funds remaining after March 1st may be reallocated to tuition reimbursement distributed according to Section C above.

### **ARTICLE 16 - PAY DAY**

#### A. REGULAR COMPENSATION

The members' annual compensation under the contract shall be paid in twelve (12) equal monthly installments, with each installment due on the 20<sup>th</sup> day of each month. If the 20<sup>th</sup> day falls on Saturday, Sunday, or a holiday, the installment is due on the last working day prior to the 20<sup>th</sup>.

#### B. EXTRA CURRICULAR COMPENSATION

Staff members who are on an extra-curricular contract shall be paid monthly during the activity or at the conclusion of said activity.

### **ARTICLE 17 - MISCELLANEOUS**

#### A. EXTENDED CONTRACTS

1. An extended contract is a supplementary contract extended to an employee for service in the District beyond the work year as defined in this Agreement. Such service shall be rendered during the non-paid contract days and/or vacation period.
2. Extended contracts shall be paid at the employee's prorated hourly rate.

B. ASSESSMENTS

At the discretion of the principal and with the principal's pre approval, up to eight (8) hours at the curriculum rate in Section C shall be available to members to work on benchmark, portfolio, and graduation requirement activities such as assessments, grading work samples or preparing test instruments.

C. Curriculum Development and Staff Development

Members who participate in curriculum development or teach staff development courses will be compensated for their extra responsibility at the rate of \$30 per hour for 2020-2023.

D. Expense Reimbursements

The District shall reimburse expenses in connection with pre-approved professional development activities and for District-required attendance at meetings or other activities. Mileage reimbursement shall be at the current IRS rate. Meals reimbursements will be dependent upon rates set by District policy, but shall not be less than \$11.00 for lunch and \$23.00 for dinner. The District may choose to reimburse these meal amounts in a daily amount rather than by meal.

E. RETIREMENT INCENTIVE

Any employee retiring under PERS may elect to cash in accumulated sick leave days, up to a maximum of 200 days, at a payment of \$50 per day. Such use of accumulated sick leave shall reduce any sick leave available for report to PERS.

**ARTICLE 18 - RENEWAL OF CONTRACT**

A. BY DISTRICT

The District will notify all members on or before March 15<sup>th</sup> of the period covered by this agreement of its intent to offer a contract to the member. This notification shall not include extra duty assignments such as coaching.

B. BY MEMBER

Each member who has been offered a new contract must submit a written reply to the District Board of Directors by April 1<sup>st</sup>.

## ARTICLE 19 - LEAVES

### A. LEAVES WITH PAY

#### 1. Sick Leave

- a. As provided by state law, all members shall be granted ten (10) days leave with pay per school year for personal illness, any allowable use pursuant to Oregon's "sick time" law (currently [ORS 653.601](#) et seq.), or as permitted by other state and federal leave laws ([OFLA](#) / [FMLA](#)). Members who are employed after school starts, shall receive one (1) day of sick leave for each block of 19 contract days worked.
- b. When one sick leave law (currently [ORS 332.507](#)) is silent or lower in benefit(s), the other "sick time" law's requirements will prevail.
- c. Total sick leave can be accumulated by any member under this Agreement and accumulation shall be unlimited.
- d. Notice of the amount of accumulated sick leave shall be provided each member.
- e. Sick leave used during a [Workers' Compensation](#) leave of absence is governed by state law.
- f. No member shall be entitled to accumulate or use sick leave while on a leave of absence without pay.
- g. The District may require certification of the member's attending physician or practitioner that illness or injury prevents the member from working before paying sick leave in excess of five (5) consecutive school days.
- h. Sick leave transfer to another employer and use for PERS retirement benefits are governed by [state law](#).

#### 2. FMLA/OFLA

Family leave accrual and usage are governed by federal law, state law (currently [ORS 659A.150 through 659A.186](#)) and District policy/procedures. Whenever possible, qualifying leaves under federal and state law run concurrently.

#### 3. PAID TIME OFF

- a. The District allows up to five (5) days of paid time off leave per year on regular pay

- b. Employees shall request leave through the building principal.
- c. No more than (2) days may be taken together without express written approval of the building principal.
- d. Leave typically will not be granted for days which immediately precede or follow a holiday or scheduled break.
- e. The member shall give a minimum of three (3) days' advance notice of his/her intended absence unless the absence is due to an emergency.

#### 4. Professional Leave

The District shall allow two (2) days of absence per year for the purpose of visiting other schools or attending meetings or conferences of an educational nature. All requests for professional leave must be approved in advance by the Superintendent. If the leave is denied the reason shall be put in writing.

#### 5. Legal Leaves

Necessary leave time, not to exceed three (3) contract days per school year, will be granted for any legal proceeding connected with the member's employment with the school system or any other court proceeding in which the member is not the defendant, and is by law required to attend. This leave shall be without loss of regular pay less any fee received. Paid legal leave shall not be granted where the member is a litigant against the District, or is appearing as a witness against the District in any proceeding.

In extenuating circumstances and with approval of the Association, the member may apply to the Board for an extension of the above leaves.

#### 6. Jury Duty

If a member is summoned to serve on a jury, the member may request postponement of the service obligation until the summer vacation period. If the member, nevertheless, is required to serve, the District shall grant permission to serve, without loss of regular salary. The member shall retain all monies collected for jury duty service, mileage and expenses while on jury duty. Upon early release from jury duty, the member is expected to report to his or her assigned building if reasonably able to do so by the beginning of afternoon classes, to perform services as required.

#### 7. Pro-Rated Benefits

If a member is on paid leave for a portion of a pay period and on unpaid leave

for the rest of that pay period, the cost of benefits shall be prorated, with the District paying the costs during the time of paid leave. The member may elect to pay the cost of benefits for the time of unpaid leave either in cash directly to the District or may elect to have that cost deducted from his/her subsequent paychecks.

## B. LEAVES WITHOUT PAY

### 1. Leave of Absence

- a. A member may be granted a leave of absence by the special action of the school board, and not to exceed one (1) year in length, without forfeiting his/her place on the salary schedule provided that member has been employed by the District five (5) or more years. The intention to return after a leave of absence of a year must be received by the Board in writing on or before March 15<sup>th</sup> of the year in which the employee intends to return.
- b. Insurance and other benefits, subject to the willingness of the company underwriting the specific insurance to provide group coverage for a person on leave for one (1) year, may be retained by the member if paid for by the member.

### 2. FMLA/OFLA

- a. Medical/family leave usage is governed by federal law, state law (currently [ORS 659A.150 through 659A.186](#)) and District policy/procedures. Whenever possible, qualifying leaves under federal and state law run concurrently.
- b. During such leave the member shall retain all seniority and rights. The member may continue all insurance benefits during the leave subject to the rules and regulations of the carrier, and will be paid by member or the District depending on the provisions of FMLA, OFLA, COBRA, and/or any individual written agreement.
- c. Upon return from leave, the member shall be returned to his/her former or equal position as determined by the District.

### 3. International and Federal Programs

- a. A leave of absence of up to one (1) year shall be granted to any member, upon application, for the purpose of participating in exchange teaching programs in other states, territories, or countries; foreign or military teaching programs; the Peace Corps, Member's Corps, or Job Corps as a full-time participant in such programs; or a cultural travel (in which at least

six months of each year has been devoted to traveling, following an approved itinerary) or work program related to his/her professional responsibilities; providing he/she states his/her intention to return to the school district. The member must have been employed five (5) consecutive years in this district in order to qualify for the leave above. Notice of intent to take such leave shall be submitted in writing on or before March 15th of the preceding school year. Notice of intent to return shall be given by March 15th of the year in which duties are to be resumed.

- b. Step increment shall be earned for such leave if teaching is the primary duty of the member on leave. Determination of whether the leave qualifies for step advancement shall take place in conjunction with the application for and approval of the leave.

C. MILITARY LEAVE

1. The District will comply with all applicable federal and [state laws](#) and regulations regarding military leave.

**ARTICLE 20 - INSURANCE AND OTHER BENEFITS**

A. INSURANCE

1. Coverages: For each year of the contract, the District, at a minimum, will provide each eligible full-time member who chooses to participate, a contribution towards the premium cost for full family insurance coverages (medical, dental, vision, group life insurance), offered subject to the benefits negotiated for each year of this contract, and with provisions and limitations as stated below.

The rate cap will be:

- 2020-2021 \$1330 per month
- 2021-2022 \$1360 per month
- 2022-2023 \$1400 per month

2. The Association retains the right to determine the amount and extent of the coverage for all members covered by this Agreement. Therefore, each member covered will select the level of benefits and type of coverage (where applicable) at the beginning of the school year. Benefits will be prorated, depending upon the employment level (i.e., half-time, more than half-time, and full-time employee).
3. For members working on a part-time basis of half-time or more, the District will pay the same percentage of the rate cap per month as the percentage of time the part-time member's assignment bears to a full-time assignment.



Balance of monthly premium beyond District funding, if any, will be paid by the employee through payroll deduction. In the event that the insurance coverage selected is less than the agreed upon rate cap for full-time members, the difference between the agreed upon amounts and the actual cost will be retained by the District, unless an HSA is chosen (see info below). In the event the cost of insurance is more than the agreed upon amount, the difference between the rate cap and the cost of the insurance package will be deducted from the member's monthly gross salary.

#### 4. HSA (Health Savings Account)

- a. The individual setup of the HSA account and the liability for its use is the responsibility of the Association member. The member will be responsible for any bank fees related to their HSA.
  - b. The District shall contribute the difference between the monthly premium for the HDHP plan and the District insurance cap, up to the maximum allowed by the IRS.
  - c. The District shall make direct pre-tax deposits into the member's HSA account in equal installments over the remaining scheduled pay periods.
5. If a member's employment is terminated prior to the end of the school year, the District's payment of premiums shall cease as of the last day of the month the member is employed.
6. If the member's employment is terminated effective between the end of the school year and the beginning of the ensuing school year, the District's payment of premium shall continue through the end of August.
7. Opt-Out of Insurance Provision – In the event the member is eligible to waive coverage of the District's insurance plan, per OEBC guidelines, members may elect to opt out of that plan. Members who opt out of District insurance plan will receive \$440 per month from the District. Members may elect to have this amount either deposited into a Section 125 Plan or payable as taxable income, as specified in the District Section 125 Plan. Eligible part-time members shall have the same opportunity prorated, depending upon the employment level (see 4. above).

### **ARTICLE 21 - FUNDING**

- A. The parties recognize that revenue needed to fund the compensation provided by this Agreement must be approved by established budget procedures. All compensation is therefore contingent upon sources of revenue. Hence, implementation of the economic obligation of this

agreement shall be subject to sufficient property tax and state monies to fund the annual budget.

- B. The District agrees not to modify compensation specified in the Agreement, unless mutually agreed to by the District and the Association, but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement.
- C. Additionally, if the District closes its schools because of lack of funds, no member of the bargaining unit shall be entitled to any monetary benefits provided in the Agreement while the schools are closed. At the option of the District, individual member contracts may be modified to reflect such closure on a prorated basis of the per diem of the member's individual base salary for each contractual day of such closure, including any holidays or in-service days occurring during such closure.

#### **ARTICLE 22 - SAVINGS CLAUSE**

If any provision of this Agreement is found to be unlawful by a court or agency of competent jurisdiction, the unlawful provision shall be unenforceable, but the remainder of this Agreement shall continue in full force and effect.

#### **ARTICLE 23 - EXTRA CURRICULAR STIPENDS**

- A. The extra duty stipends listed in this article are for carrying out the duties and responsibilities that are not generally associated with regular teaching assignments. Members may accept assignments under the extended responsibility program.
- B. Coaching Positions
  1. The District shall annually review and determine the number of paid coaching positions which will be available each school year. The number of paid coaches for a sport shall depend upon the number of student athletes participating in that sport and available funding. Prior to final determination, the Association and coaches may review the District's information and give its recommendations regarding the number of paid coaching positions for each school year.
  2. When a coaching vacancy exists, the District shall seek to fill the position, giving the first preference to qualified staff members. When no qualified applicant from the staff is available, the District may select and contract with a non-bargaining unit member to fill the position.
  3. Each high school team shall have at least one coach.

4. The coach for each sport may send requests for additional coaches and/or assistant coaches to the Athletic Director and Superintendent or designee. The Superintendent or designee may grant or deny the request.

C. Coaching Compensation

1. Coaching pay and extra duty stipends will be based on step one of each column multiplied by a percent and increased by years of experience. Refer to the attached salary schedules.
2. Should one coach be authorized to fill two coaching positions in the same sport, simultaneously, the salary will be one (1) coach's salary plus 50% of the other authorized position.

**ARTICLE 24 - PROFESSIONAL COMPENSATION**

- A. Salary schedules for 2020-21, 2021-22 and 2022-23 are attached. Members will receive two of their three June checks on or before the last day of work and their last June check on or before June 30<sup>th</sup>.

- B. No one will advance more than one vertical step on the salary schedule during any one year.

C. SALARY PLACEMENT FOR DISTRICT MEMBERS

1. Members hired to start employment after June 30, 2005 will be placed on Salary Schedule A.
2. All credits earned beyond a BA or MA Degree that will be used in determining progression to columns 2 or 3 must enhance the member's educational career, be of value to the District, and be approved by the Superintendent or designee.
3. Credits used to determine progression (1) from column 1 to column 2 based on BA+60 or (2) from column 2 to column 3 based on BA+105 must be earned after the member is awarded her/his teaching credential.
4. Credits used to determine progression from column 2 to column 3 based on MA+45 must be earned after the member is awarded her/his MA Degree.
5. Earning an MA will not prohibit a member from moving to column 3 on the basis of the BA+105 standard. In such an event, all qualifying credits earned since member's award of a teaching credential may count toward the 105 credit requirement, including credits earned toward the MA.
6. Full credit as a certificated member in a public school shall be allowed,

except in unusual circumstances when additional teaching credit may be granted.

7. Teaching, other than public elementary or secondary school experience, may be counted if, in the judgment of the Administration, it is directly related to the assignment of the member.
8. In general, a member's step placement on the salary schedule corresponds to that member's current year of teaching. In general, a teacher in her/his fifth year of teaching would be on step 5 for that year. This statement is not intended to limit the District's ability to either assign equivalent years of teaching experience to new hires for alternative experience or to limit the number of years' experience that the District will recognize for a new hire.

D. SALARY DETERMINATION FOR MEMBERS OTHER THAN HALF-TIME OR FULL-TIME

For members who teach less than full-time, the determination and portion of the established salary position will be the sole responsibility of the Administration.

E. PART-TIME MEMBERS

For part-time members, the percentage of time employed is determined by comparing the number of periods the member is scheduled to work each day to the number of periods normally worked each day in the building (i.e., 7 periods at the Jr./Sr. high level). If work is done in different buildings, the percentage will be a sum of the proportionate amount in each building

F. ADVANCEMENT

Advancement on the salary schedule will be granted to those members working 50 percent or more of the day for a full year or working full-time for at least 50 percent of the regular school year. Members who teach half time or more shall advance one (1) step on the salary schedule every year. For those members who teach less than half time, they shall advance one (1) step every two (2) years.

- G. Completion of 50 percent or more of a regular school year is required for yearly credit toward accumulation of benefits.

## ARTICLE 25 - REDUCTION IN FORCE

### REDUCTION IN FORCE

#### A. REDUCTIONS

1. If the Board is going to reduce the bargaining unit staff, the Association shall be notified at the same time as individual members are notified. Such notice shall include a listing of members laid off, the effective date of layoff, and reason for the action.
2. Reductions in Force shall be made according to ORS 342.934.
3. Members who have been laid off at or near the end of the school year after completing a full school year will continue to receive District paid insurance contributions through September 30. Members who have been laid off may purchase medical, dental and vision insurance benefits for up to 27 months if allowed by the insurance company under the provisions of COBRA.
4. An appeal of any decision on reduction in staff shall only be through the grievance procedure of this agreement as provided in ORS 342.934(7).

#### B. RECALL

1. After a reduction, interested laid-off members will be recalled on the factors in A.2 above. The right to recall shall continue for 27 months after the date of layoff.
2. In the event of recall, the Board shall notify a member of recall by certified letter at the last address filed with the Superintendent's office by the member.
3. The assumption will be made that an offer for a position is rejected if:
  - a. The laid-off member or his or her agent does not respond within seven (7) calendar days of receipt of a job offer.
  - b. After accepting a position, the member does not report to work on the specified reporting date, unless disabled. Such specified reporting date shall be not less than 15 days after the date of receipt of an offer of a position. If the member is under contract with another Oregon school district and if the other district does not agree to release the member from that contract within a 15-day period after the member received an offer of recall, then the District will fill the position with a temporary employee and postpone the recall until the start of the next semester (but at least 60 days).

- c. The laid-off member cannot be reached (post office return of certified letter) at his or her address or record as maintained in the Superintendent's office.
4. The laid-off full-time member who refuses a contract full-time position that is offered will thereafter be considered only as a new hire. A laid-off part-time member who refuses a contract part-time position that is offered will thereafter be considered only as a new hire. A member may decline recall to a position that is fewer hours and/or less pay than the position held at the time of layoff, and not waive recall rights, except where such refusal to accept the position would allow that member to draw unemployment compensation charged to the district post position start date. A member who is reduced or laid off from a full-time position may accept recall to a less than full-time position without losing recall rights to a full-time position for the period specified in B.1 above.
5. Laid-off members shall indicate their continuing interest in rehire by informing the District of address changes and any changes in certification.
6. A contract member who is recalled shall retain the contract status obtained before the release. A probationary member who is recalled shall have the years taught for the District counted as if the employment had been continuous for purposes of obtaining contract status. A recalled member who returns to work shall receive the sick leave and schedule placement accrued prior to layoff.

## **ARTICLE 26 - ASSOCIATION RIGHTS**

### **A. Information**

For the purpose of conducting negotiations and managing the collective bargaining agreement, the District will provide the Association an electronic database of each employee in the bargaining unit (active members and non-members) that includes first date of service, FTE, classification or job title, worksite, position on the salary schedule and dues deductions by October 1 of each year. If the information is available, the District will also provide the name, date of hire, cell, home and work phone numbers, work and personal email addresses and home address or personal mailing address. For members hired after October 1, the District shall provide this information within ten days of hire. This information will also be furnished on an ongoing basis for all bargaining unit members every 120 calendar days.

## B. Use of School Buildings

The Association and its members may use school buildings for Association-related purposes either outside of the eight-hour workday or during members' lunch period providing there is no interference with previously scheduled school activities. Scheduling of facilities requires pre-approval from the building principal.

## C. Use of School Equipment

The Association may use school equipment either outside of the eight-hour workday or during members' lunch period and when the equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incidental to this use and for any repairs necessitated by damage to district equipment.

## D. Use of Mail and Email

The Association may use employees' mailboxes and employee district email, either outside of the eight-hour workday or during members' lunch period, for communications of a routine nature so long as the communications are identified as Association materials and the communications comply with all applicable district policies and state and federal laws. This right shall expire as of the date of declaration of impasse during negotiations for a successor agreement.

## E. Right to Speak at Meetings

Association representatives may, with prior arrangement, speak at the end of staff meetings and shall normally be limited to five (5) minutes. The Association will also be allocated up to one hour during one of the preservice new staff orientation days to meet with new hires. The time designated for the Association may include the meal period. The Association will bear any associated costs.

## F. Association Meetings

Members may participate in scheduled Association meetings either outside of the eight-hour workday or during members' lunch period providing there is no interference with previously scheduled school activities. Association representatives may meet with members of the bargaining unit, during their preparation time as per Article 12.B (1) and (2), the members' lunch period or outside of the eight-hour workday, after first reporting to the building office and following all "visitor" procedures.

**ARTICLE 27 - EXECUTION / SIGNATURES**

Executed this 5th day of March, 2020, at Gaston, Oregon, by the undersigned officers/representatives by the authority of and on behalf of the **GASTON SCHOOL DISTRICT BOARD OF DIRECTORS** and the **GASTON EDUCATION ASSOCIATION**.

**FOR THE ASSOCIATION:**

**FOR THE DISTRICT:**

Melody McMaster 6/3/2020  
GEA President  
(Name & Title) (Date)

Christine A. Pley board chair  
4/16/2020  
(Name & Title) (Date)

Karen [Signature] 6/3/20  
Jr/Sr High Rep  
(Name & Title) (Date)

Linda Smith HR 4/16/2020  
(Name & Title) (Date)

[Signature] 6/3/2020  
GEA Vice President  
(Name & Title) (Date)

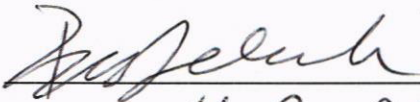
[Signature] 4-16-2020  
(Name & Title) (Date)

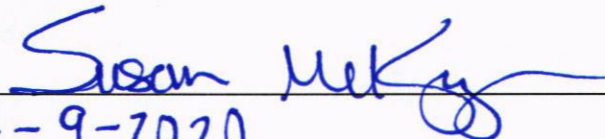


MEMORANDUM OF UNDERSTANDING

It is understood, and agreed upon, by the Gaston School District and the OSEA:

1. The District is concerned about the annual absence rate among bargaining unit members.
2. The District's main goal is to reduce the number of annual absences.
3. The District allows a total of five (5) paid-time-off days per year (Article 15).
4. At the end of each school year, members have the option to be paid for any unused paid-time-off days at the rate of \$50 per day.
5. The District will review absenteeism rates during all school years.
6. This memorandum expires on the last member contract day of the 2022-23 school year.

For the Association:   
Date: 4-9-2020

For the District:   
Date: 4-9-2020

2020-21 Salary Schedule					
COLUMN 1 - BA		COLUMN 2 BA +60/MA		COLUMN 3 BA+105/MA+45	
STEP	PAY	STEP	PAY	STEP	PAY
1	39,459	1	42,220	1	43,908
2	40,838	2	43,698	2	45,446
3	42,261	3	45,225	3	47,037
4	43,748	4	46,810	4	48,681
5	45,278	5	48,448	5	50,387
6	46,864	6	50,144	6	52,150
7	48,502	7	51,899	7	53,975
8	50,200	8	53,716	8	55,864
9	51,959	9	55,594	9	57,819
10	53,776	10	57,542	10	59,844
11	55,660	11	59,555	11	61,936
12	57,609	12	61,640	12	64,105
13*	59,626	13	63,798	13	66,349
14*	61,710	14	66,031	14	68,672
15*	63,871	15	68,344	15	71,076
16* / **	66,107	16	70,734	16	73,563
		17**	73,210	17**	76,138

\*Not Available to teachers hired after June 30, 2005.

\*\* Members at the top of the schedule will receive a \$1,000 bonus stipend during each year of this contract.

2021-22 Salary Schedule					
COLUMN 1 - BA		COLUMN 2 BA +60/MA		COLUMN 3 BA+105/MA+45	
STEP	PAY	STEP	PAY	STEP	PAY
1	40,838	1	43,698	1	45,446
2	42,261	2	45,225	2	47,037
3	43,748	3	46,810	3	48,681
4	45,278	4	48,448	4	50,387
5	46,864	5	50,144	5	52,150
6	48,502	6	51,899	6	53,975
7	50,200	7	53,716	7	55,864
8	51,959	8	55,594	8	57,819
9	53,776	9	57,542	9	59,844
10	55,660	10	59,555	10	61,936
11	57,609	11	61,640	11	64,105
12	59,626	12	63,798	12	66,349
13*	61,710	13	66,031	13	68,672
14*	63,871	14	68,344	14	71,076
15*	66,107	15	70,734	15	73,563
16* / **	68,421	16	73,210	16	76,138
		17**	75,772	17**	78,803

\*Not Available to teachers hired after June 30, 2005.

\*\* Members at the top of the schedule will receive a \$1,000 bonus stipend during each year of this contract.

2022-23 Salary Schedule					
2% COLA					
COLUMN 1 - BA		COLUMN 2 BA +60/MA		COLUMN 3 BA+105/MA+45	
STEP	PAY	STEP	PAY	STEP	PAY
1	41,655	1	44,572	1	46,355
2	43,107	2	46,129	2	47,977
3	44,623	3	47,747	3	49,655
4	46,184	4	49,417	4	51,395
5	47,801	5	51,147	5	53,193
6	49,472	6	52,937	6	55,055
7	51,204	7	54,790	7	56,981
8	52,999	8	56,706	8	58,976
9	54,852	9	58,693	9	61,040
10	56,773	10	60,746	10	63,175
11	58,762	11	62,873	11	65,387
12	60,819	12	65,074	12	67,676
13*	62,944	13	67,351	13	70,045
14*	65,149	14	69,711	14	72,497
15*	67,429	15	72,149	15	75,035
16* / **	69,789	16	74,674	16	77,661
		17**	77,287	17**	80,379

\*Not Available to teachers hired after June 30, 2005.

\*\* Members at the top of the schedule will receive a \$1,000 bonus stipend during each year of this contract.



## EXTRA DUTY SALARY SCHEDULES

Extra Duty Salary Schedule 2020 - 2021																
HIGH SCHOOL ATHLETICS				\$39,459			\$42,220			\$43,908	NON-ATHLETIC					
TITLE		NOTES		Years			Years			Years	TITLE		NOTES			
				1	2	3	4	5	6	7+						
Athletic Director		Includes Game Supervision		19.00%	\$7,497	\$8,022	\$6,343				Coordinators		[TAG, Building Use, etc.]		4.00%	\$1,756
Head Coach				11.20%	\$4,419	\$4,729	\$4,918				SPED Facilitator				8.75%	\$3,842
Assistant Coach / JV Coach				6.90%	\$2,723	\$2,913	\$3,030				Band Director / Library		(1/2 pay for no pep band)		5.50%	\$2,415
Cheer		Year long position		6.90%	\$2,723	\$2,913	\$3,030				Student Council Advisor (High School)				4.00%	\$1,756
OHSET				1.50%	\$592	\$633	\$659				Student Council Advisor (Junior High)		(have not used in at least 2 years)		2.00%	\$878
											Other Misc. clubs or Advisor		Superintendent Approved		1.00%	\$439
											Lead Team (Conflict Mgr / Peer Helpers)		up to 4 positions		1.50%	\$659
											Year book		1 position		2.00%	\$878
											Prom Advisor		2 positions		0.50%	\$220
											Graduation Advisor		2 positions		0.50%	\$220
											Outdoor School		2 positions		1.25%	\$549
											Drama		Per Performance		2.50%	\$1,098
											Instructional Coach		up to 2 positions		1.30%	\$571

JUNIOR HIGH ATHLETICS																
HIGH SCHOOL ATHLETICS				\$39,459			\$42,220			\$43,908	NON-ATHLETIC					
TITLE		NOTES		Years			Years			Years	TITLE		NOTES			
				1	2	3	4	5	6	7+						
Athletic Director (19-20 JH AD Asst.)		Includes Game Supervision		7.00%	\$2,762	\$2,955	\$3,074				Athletic Director		Includes Game Supervision		19.00%	\$7,759
Head Coach		assumes both 7th/8th grade		4.00%	\$1,578	\$1,689	\$1,756				Head Coach				11.20%	\$4,574
Assistant Coach		assumes both 7th/8th grade		3.00%	\$1,184	\$1,267	\$1,317				Assistant Coach / JV Coach				6.90%	\$2,818
											Cheer		Year long position		6.90%	\$2,818
											OHSET				1.50%	\$613

Extra Duty Salary Schedule 2021 - 2022																
HIGH SCHOOL ATHLETICS				\$40,838			\$43,698			\$45,446	NON-ATHLETIC					
TITLE		NOTES		Years			Years			Years	TITLE		NOTES			
				1	2	3	4	5	6	7+						
Athletic Director		Includes Game Supervision		19.00%	\$7,759	\$8,303	\$8,635				Coordinators		[TAG, Building Use, etc.]		4.00%	\$1,818
Head Coach				11.20%	\$4,574	\$4,894	\$5,090				SPED Facilitator				8.75%	\$3,977
Assistant Coach / JV Coach				6.90%	\$2,818	\$3,015	\$3,136				Band Director / Library		(1/2 pay for no pep band)		5.50%	\$2,500
Cheer		Year long position		6.90%	\$2,818	\$3,015	\$3,136				Student Council Advisor (High School)				4.00%	\$1,818
OHSET				1.50%	\$613	\$655	\$682				Student Council Advisor (Junior High)		(have not used in at least 2 years)		2.00%	\$909
											Other Misc. clubs or Advisor		Superintendent Approved		1.00%	\$454
											Lead Team (Conflict Mgr / Peer Helpers)		up to 4 positions		1.50%	\$682
											Year book		1 position		2.00%	\$909
											Prom Advisor		2 positions		0.50%	\$227
											Graduation Advisor		2 positions		0.50%	\$227
											Outdoor School		2 positions		1.25%	\$568
											Drama		Per Performance		2.50%	\$1,136
											Instructional Coach		up to 2 positions		1.30%	\$591

JUNIOR HIGH ATHLETICS																
HIGH SCHOOL ATHLETICS				\$40,838			\$43,698			\$45,446	NON-ATHLETIC					
TITLE		NOTES		Years			Years			Years	TITLE		NOTES			
				1	2	3	4	5	6	7+						
Athletic Director (19-20 JH AD Asst.)		Includes Game Supervision		7.00%	\$2,859	\$3,059	\$3,181				Athletic Director		Includes Game Supervision		19.00%	\$7,759
Head Coach		assumes both 7th/8th grade		4.00%	\$1,634	\$1,748	\$1,818				Head Coach				11.20%	\$4,574
Assistant Coach		assumes both 7th/8th grade		3.00%	\$1,225	\$1,311	\$1,363				Assistant Coach / JV Coach				6.90%	\$2,818
											Cheer		Year long position		6.90%	\$2,818
											OHSET				1.50%	\$613

Extra Duty Salary Schedule 2022 - 2023																
HIGH SCHOOL ATHLETICS				\$41,655			\$44,572			\$46,355	NON-ATHLETIC					
TITLE		NOTES		Years			Years			Years	TITLE		NOTES			
				1	2	3	4	5	6	7+						
Athletic Director		Includes Game Supervision		19.00%	\$7,914	\$8,469	\$8,807				Coordinators		[TAG, Building Use, etc.]		4.00%	\$1,854
Head Coach				11.20%	\$4,665	\$4,992	\$5,192				SPED Facilitator				8.75%	\$4,056
Assistant Coach / JV Coach				6.90%	\$2,874	\$3,075	\$3,198				Band Director / Library		(1/2 pay for no pep band)		5.50%	\$2,550
Cheer		Year long position		6.90%	\$2,874	\$3,075	\$3,198				Student Council Advisor (High School)				4.00%	\$1,854
OHSET				1.50%	\$625	\$669	\$695				Student Council Advisor (Junior High)		(have not used in at least 2 years)		2.00%	\$927
											Other Misc. clubs or Advisor		Superintendent Approved		1.00%	\$464
											Lead Team (Conflict Mgr / Peer Helpers)		up to 4 positions		1.50%	\$695
											Year book		1 position		2.00%	\$927
											Prom Advisor		2 positions		0.50%	\$232
											Graduation Advisor		2 positions		0.50%	\$232
											Outdoor School		2 positions		1.25%	\$579
											Drama		Per Performance		2.50%	\$1,159
											Instructional Coach		up to 2 positions		1.30%	\$603

JUNIOR HIGH ATHLETICS																
HIGH SCHOOL ATHLETICS				\$41,655			\$44,572			\$46,355	NON-ATHLETIC					
TITLE		NOTES		Years			Years			Years	TITLE		NOTES			
				1	2	3	4	5	6	7+						
Athletic Director (19-20 JH AD Asst.)		Includes Game Supervision		7.00%	\$2,916	\$3,120	\$3,245				Athletic Director		Includes Game Supervision		19.00%	\$7,914
Head Coach		assumes both 7th/8th grade		4.00%	\$1,666	\$1,783	\$1,854				Head Coach				11.20%	\$4,665
Assistant Coach		assumes both 7th/8th grade		3.00%	\$1,250	\$1,337	\$1,391				Assistant Coach / JV Coach				6.90%	\$2,874
											Cheer		Year long position		6.90%	\$2,874
											OHSET				1.50%	\$625