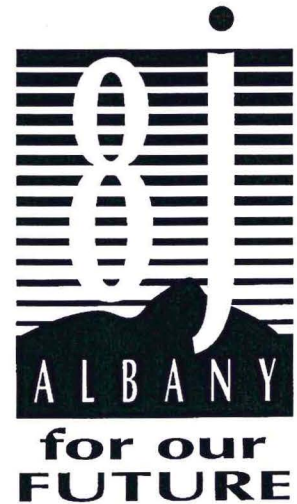


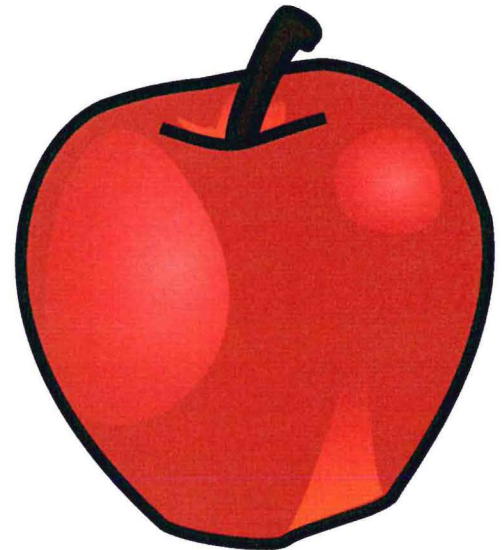
Greater Albany
Education
Association
Mid-Valley
Bargaining
Council



Licensed Bargaining Agreement - 2015/2017

Greater Albany Public Schools

- *Character*
- *Professional Learning*
- *Collaboration*
- *Student Success*



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Article 1 - RECOGNITION--STATUS OF AGREEMENT

The Board recognizes the Mid-Valley Bargaining Council (MVBC) as the exclusive bargaining representative on wages, hours and conditions of employment for all employees of the Greater Albany Public School District 8J who are required, as a condition of employment, to possess an academic license, degree, or the equivalent, issued by the State of Oregon, an institution of higher education, or a professional society, but excluding substitute teachers, tutors, supervisors and confidential employees. Teachers hired to fill a temporary position of more than 95 contract days will be members of the bargaining unit. If the length of the temporary position is unknown, the teacher will not be a bargaining unit member until it is determined that the temporary position will exist for more than 95 contract days.

The Council recognizes the Board as the only elected representative of the people and agrees to negotiate only with the Board through the negotiating agent or agents officially designated by the Board to act in its behalf.

Employees contracted to work half time or more will receive prorated paid leaves, insurance and other negotiated benefits. Exceptions to this proration may be stipulated in other sections of this agreement. However, temporary teachers are excluded from the provisions of this Agreement regarding Layoff, Long-Term Unpaid Leaves, Assignments and Transfers, and Tuition Reimbursement.

Members of the bargaining unit contracted to work less than half-time shall be covered by all provisions of this Agreement except for Article 9 (Layoff and Recall), 16 (Unpaid Leave), and Appendix C (Insurance). Under Article 17.5 (Grading Days), less than half-time teachers shall participate in grading activities for the number of hours in their regular schedule.

There shall be two (2) signed copies of the final Agreement for purposes of records. One (1) shall be retained by the District and one (1) by the Council. The district and the association will share the cost of producing copies of the agreement.

Article 2 - NON-DISCRIMINATION

The Board and the Council agree that any employee covered by the Agreement shall not be discriminated against because of age, race, color, disability, religion, sex, national origin, marital status, sexual orientation, domicile or membership or non-membership in the Association. All references to employees in this Agreement designate both sexes and when the male gender is used, it shall be construed to include both male and female employees.

Any alleged violation of this Article may be processed through Level II of the grievance procedure.

Article 3 - GRIEVANCE PROCEDURE

Statement of Intent

It is the intent of this Article to provide a process for resolving alleged grievances involving employees of the Greater Albany Public Schools.

Definitions

Employee: Any member of the bargaining unit of which the MVBC is the exclusive bargaining agent.

Grievance: A claim by an employee, group of employees, or the Council based on the interpretation, application, or violation of this Agreement. Concerns not covered by this definition may be covered by school board administrative regulation BG-AR: Board-Staff Communication (Attachment A to this agreement for reference only.)

Aggrieved: The employee, the group of employees, or the Council, who is presenting the alleged grievance. If the Council files a grievance for an employee or group of employees, the employee or employees shall be named.

Involved Supervisor: A person who is responsible for the supervision of employee(s) against whom the alleged grievance has been filed.

Day: A contract day for employees.

Representative: A person(s) who may speak for and/or advise the aggrieved.

Council: The Mid-Valley Bargaining Council (MVBC).

General Provisions

There shall be no restraint, interference, discrimination or reprisal exerted on any employee choosing to use or to refrain from using this procedure for resolution of grievances, nor shall there be any restraint, interference, discrimination, or reprisal exerted on any witness or others who might be a party to, or contribute to, the solution.

Failure at any level of this procedure by the aggrieved to appeal a grievance to the next level within the specified time limits shall constitute acceptance of the decision rendered at that former level.

Failure at any level of this procedure to communicate a decision in writing acceptable to the aggrieved within the specified time limits shall permit the aggrieved to proceed to the next level.

The processing of grievances shall not interfere with the aggrieved's regular contracted responsibilities.

Hearings shall be considered closed unless the parties agree otherwise.

The aggrieved shall have the right to Council representation at all levels.

The parties will, upon request, provide any reasonable factual information relating to the grievance.

All documents, communication, and records dealing with the processing of grievances shall be filed separately from the personnel file of the aggrieved.

It is the intent of both parties to try and resolve grievances at the lowest possible level and by the end of the school year, or during the summer months.

Levels of Procedure

Level I: If the aggrieved believes that he/she has been adversely affected as a result of misinterpretation or misapplication of the Agreement, he/she shall within twenty (20) days of the time he/she first had knowledge or reasonably should have had knowledge of such problem, do the following:

1. Discuss the matter with his/her supervisor with the objective of resolving the matter informally.
2. If the problem has not been resolved informally, the aggrieved may file the grievance in writing with the principal or supervisor who has the authority to resolve the grievance. Such statement shall include the facts and contract articles involved, and the remedy requested.

Level II - Superintendent or Designee: If the aggrieved is not satisfied with the disposition of the grievance at Level I, or if no decision has been rendered within ten (10) days after the presentation of the grievance in writing, he/she may, within ten (10) additional days, refer it to the Superintendent of Schools or designee for a decision. The Superintendent or designee shall be presented with all the information previously presented relevant to the specific grievance(s) and, at his/her discretion, or

upon request of the aggrieved, shall arrange a hearing involving all parties.

Level III - Arbitration: If the aggrieved is not satisfied with the decision of the grievance at Level II, or if no decision has been rendered within ten (10) days after the grievance was heard by the Superintendent, the aggrieved within ten (10) days of either event may request in writing that the Council submit the grievance to arbitration. The Council may submit the grievance to arbitration, with a copy to the Superintendent, within ten (10) days after receipt of the request for arbitration.

Arbitration, including the selection of an arbitrator, shall be in accordance with the rules and procedures of the Employment Relations Board. The arbitrator shall confer with the representatives of the District and the Council and hold hearings promptly and shall issue his/her decision not later than twenty (20) days from the date of the close of the hearings, or if oral arguments have been waived, then from the date the final statements and proofs on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of facts, reasoning, and conclusions on the issue(s) submitted. The arbitrator shall be without power or authority to add to, detract from, or in any manner modify the terms of this contract. The decision of the arbitrator shall be submitted to the District and to the Council and shall be final and binding on the parties.

The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the District and the Council. Any other expenses incurred including the cost of witnesses shall be paid by the party incurring same.

Additions:

1. Time periods may be adjusted by mutual consent of the parties involved.
2. Year-end Grievances: If a grievance is filed at such time that it cannot be processed through all the steps of this grievance procedure by the end of the school year, the time limits set forth herein may be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.
3. No issue whatsoever shall be arbitrated or subject to arbitration unless such issue results from an action or occurrence which takes place following the execution date of this Agreement, and no arbitration award shall be made by the arbitrator which grants any right or relief for any period of time whatsoever prior to the execution date of this Agreement.

4. Timelines: The timelines for filing a grievance, which is subject to the moratorium in ORS 342.895(5) shall be twenty (20) working days after the District sends a written notice to the employee and the Association (local President) which states that:

- a) An event has occurred which caused the moratorium to be lifted and;
- b) The teacher or Association has 20 working days to file grievances, which were subject to the moratorium.

The notice to the Association shall include the worksite where the plan of assistance occurred rather than the employee's name.

5. It is specifically and expressly understood and agreed that taking a grievance appeal to arbitration constitutes an election of remedies and a waiver of any and all rights by the appealing party, the labor organization, and all persons it represents to litigate or otherwise contest the appeal subject matter in any court, or other available forum. Likewise, litigation or other contest of the subject matter of a grievance in any court, or other available forum shall constitute agreed waiver of arbitration.

Article 4 - TEACHER EVALUATIONS

Temporary teachers may be excluded from this Article at the discretion of the District.

Failure to follow the procedures listed below is a grievable matter, which may be processed up to, and including arbitration, but the substance of the evaluation is not grievable or arbitrable.

The evaluation procedures shall be in compliance with state statute, ORS 342.850.

1. Contract teachers shall be evaluated at least once biennially, with multiple observations or data collection.
2. Probationary teachers shall be evaluated at least once annually, with multiple observations. The District will notify the Association in writing if any new hires have been granted a probationary period of less than 3 years. It is recommended that probationary teachers will have one observation (with feedback) during September and a second by November 15 of each year.
3. If the District intends to place a third year probationary teacher on a Plan of Assistance for performance reasons, the Plan must be in place prior to December 1. If performance issues arise after December 1 of a teacher's third year, then the District may place the teacher on a Plan with the understanding that a recommendation of non-renewal may be made prior to March 15. If the teacher

successfully completes the Plan, then the recommendation for non-renewal shall be withdrawn and the teacher shall be recommended for contract status for the following year. The determination as to whether the teacher has successfully completed the Plan shall be made no later than June 1.

4. If the basis for placing a teacher on a plan of assistance, or making a recommendation for non-renewal or non-extension is classroom performance, a minimum of one (1) class period or major portion of the class or activity must be openly observed.

5. Not later than the end of the second regular school week, teachers shall be advised of the criteria upon which evaluations shall be based. These criteria shall be in accordance with the currently adopted District evaluation handbook.

6. A pre-evaluation conference shall be held including, but not limited to, the establishment of goals. A post-evaluation interview will be scheduled to discuss the results of the evaluation with the employee.

7. Upon request, the teacher shall be granted an additional formal observation by a District administrator.

8. Each person evaluating teachers shall hold an administrative license. Bargaining unit members shall not be responsible for formal evaluations of other employees. While administrators and supervisors may use information gained from bargaining unit members in making evaluation judgments, administrators and supervisors will make an observation of the evaluated employee's work, either through observation at the work site, or review of a "work product" prior to completing the evaluation. If any input from a bargaining unit member is to be directly used as the primary source for an evaluation rating of "improvement required," the supervisor will first talk with the employee being evaluated regarding the issue before deciding to rate the employee with "improvement required" on the evaluation.

9. The evaluation shall be signed by the person evaluating the employee and by the employee. This may be done electronically.

10. A copy of the evaluation report shall be made available to the employee. The evaluation report shall be maintained in the personnel files of the District. This may be done electronically.

11. An employee may make a written statement relating to any evaluation and such statement shall be placed in his/her personnel file and/or attached electronically.

12. Plan of Assistance: If a teacher is placed on a plan of assistance, the plan shall define the deficiencies; contain a program for improvement, and timeline for re-evaluation.

13. Personnel file: The personnel file shall be open for inspection by the employee according to the

provision stated in Article 6 of this Agreement.

14. Nurse: School District nurses will be evaluated in a process adopted by the District after consultation with the nurses.

15. Peer Assistance: If peer assistance is used to aid a teacher at any time, it shall be voluntary on the part of both the teacher assisting and the teacher being assisted. The peer assistant selected shall be mutually agreed upon by the teacher needing assistance and the District. The assistance shall be confidential, except that the assisting teacher may be asked to provide an accounting of time spent. No witness or document related to the peer assistance or the record of peer assistance shall be admissible in any proceeding before the School Board, Fair Dismissal Appeals Board, or its hearings officer, or in a probationary teacher non-renewal hearing before the School Board under ORS 342.835, without the mutual consent of the District and the teacher provided with peer assistance. The assisting teacher shall be provided with release time or shall be paid at the committee pay rate for time spent, as authorized by the building administrator.

16. Teacher on Special Assignment: The District will train administrators and Teachers on Special Assignment (TOSA) annually regarding the specifics of various TOSA positions. This training will include a discussion of a list of "Do's and Don'ts" for TOSA's. This list is to be developed and updated through consultation between the District and GAEA. See list under Appendix B-6 of this contract.

17. Arbitration: The arbitrator shall be without power to order reinstatement of any non-renewed or dismissed probationary employee as a remedy for a violation of any of the procedures included in this Article.

18. Video: Any video recording for purposes of evaluation shall be voluntary on the part of the bargaining unit member. The video shall be given to the teacher at the end of the evaluation process with agreement of the supervisor. If the District keeps the video, the teacher shall have access to the original recording upon request and/or be given a copy of the video at the District's expense.

Article 5 - COMPLAINT PROCEDURE

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

Article 6 - PERSONNEL FILES

1. The official personnel files on each employee will be kept in the District Human Resources Office. A teacher will sign all adverse material added to his/her file. Such signature is intended only to verify that the teacher has seen the material.
2. All personnel files and files with personally identified information shall be confidential except as required by law. Information from these files shall only be released in accordance with School Board policy GBL: Personnel Records. If the Superintendent chooses to permit persons other than those specified in policy to use and inspect employee files and records, for a legitimate official purpose, prior written notification will be provided to the Association.
3. Documents relating to demotions, discipline or discharge included in the files shall be signed in person or the teacher notified by certified mail within thirty (30) calendar days after the District first had knowledge or reasonably should have had knowledge of the information forming the basis of the action.
4. Teachers will have the right to challenge the accuracy of any material placed in their file by adding relevant material of their choosing.
5. Teachers shall have access to review their file during regular District office hours, with twenty-four (24) hours advance notice to the Human Resources Office and shall receive a copy of their file materials on request and upon payment of the cost of reproduction. Teachers shall have the right to be accompanied by a representative when reviewing their file.
6. Upon written request, the District will meet with an employee requesting removal of documents from his/her file. Documents may be removed only by mutual consent.
7. Materials, other than evaluation materials, in the personnel files that allege a misdeed require just cause.
8. Materials in a "working file" are non-disciplinary. However, materials in a working file that may indicate a pattern for concern shall be brought to the employee's attention by the administrator in an informal manner prior to any formal written action being taken, if the materials are to be used in support of the later discipline. This informal action may be documented by a written summary of the meeting between the administrator and the employee, and the summary may be placed back in the working file. This summary may be used at a later date as documentation that the employee was notified of the concern in the event that further action is necessary. Information that was not considered pertinent at the time of the informal meeting and that was not presented to the employee at that time shall not be used in any subsequent action. An employee may request to review his/her working file if he/she is moving to another building or the building administrator is leaving his/her position at that building.

Article 7 - REPRESENTATION

1. Notice: Whenever any teacher is required to appear at any hearing or meeting before the Superintendent or his/her designee, Board or any committee or member thereof, affecting the continuation of that employee in his/her position, or for discipline of that employee, then he/she shall be given forty-eight (48) hours prior written notice of the reasons for such hearing or meeting and shall be entitled to have a representative present to advise and speak for him/her. If the teacher is to be represented by legal counsel, twenty-four (24) hours advance notice will be given to the District.
2. In meetings with his/her supervisor, a teacher has a right to representation:
 - a. during an investigatory interview, if the teacher has reasonable cause to believe that results of the questioning may result in disciplinary action
 - b. when the supervisor is presenting a written reprimand, notice of unpaid suspension, or notice of recommendation to dismiss, and
 - c. during the time that the teacher is on a plan of assistance.

If the teacher requests representation in these situations, the administrator will delay the meeting until representation can be obtained, but no meeting need be postponed more than forty-eight (48) hours. The role of the representative in situations (b) and (c) above is to serve as a witness, to provide the teacher with advice regarding contractual rights, to clarify the directions or expectations given to the teacher by the supervisor, and generally to facilitate the communication between the supervisor and teacher, but shall not respond for the teacher to questions by the supervisor.

3. In a situation where the teacher wishes to discuss a contract interpretation or violation matter, the teacher may schedule a meeting with the immediate supervisor with a representative present under Article 3 - Level I.

Article 8 - EMPLOYEE RIGHTS

1. Discipline and Dismissal

- Discipline: No member of the bargaining unit shall be disciplined by reduction in compensation, suspended without pay or given a disciplinary reprimand without just cause
- Non-disciplinary communications such as a memorandum of direction and documents resulting from the evaluation process are specifically excluded from the just cause provision
- Dismissal: Dismissal of contract teachers shall be in accordance with the Fair Dismissal Law 342.805-825, .845-915 and shall not be subject to the grievance procedures of this contract.
- Dismissal or non-renewal of all probationary and temporary teachers shall be in accordance with ORS 342.835 Fair Dismissal Law, and shall not be subject to the grievance procedures of this contract.

2. Personal Life: The personal life of the teacher is not an appropriate concern or attention of the Board except when the conduct of a teacher outside the school and/or in the context of assigned duties may be sufficiently related to the teacher's influence on the students and on the teacher's effectiveness in the performance of his or her duties.

3. Criticism: Criticism to a teacher(s) by an administrator(s) or to an administrator(s) by a teacher(s) shall be made in private.

4. Academic Freedom: The Council and the District acknowledge the fundamental need to protect teachers from any censorship or restraint, which might interfere with, their obligation to perform their teaching functions as prescribed by the District.

5. Association Activities: Employees shall have the right to join, organize, assist and participate in Association activities without interference, restraint or coercion. This section is subject to the grievance procedure however, the final step shall be an appeal to the Employment Relations Board (Unfair Labor Practice) instead of arbitration.

6. Teacher/Assistant Job Duties: OAR 584-036-0011 and OAR 581-037-0015 will be included in staff handbooks for teachers and educational assistants and will be reviewed annually with educational assistants and involved teachers. The Association agrees that any complaints of violation of these OAR's will first be processed as grievances but only through Level 2, with any appeal beyond those levels directed to TSPC or the State Department of Education.

Article 9 - LAYOFF AND RECALL

1. The District shall determine when a reduction in staff is necessary and which program(s) will be affected. However, the District agrees that such layoffs shall be implemented in accordance with the following procedure:

a. Notification: Whenever the Board determines that a reduction in staff is necessary; it shall immediately notify the Association. Affected teachers shall be notified at least thirty (30) calendar days prior to the effective date of the layoff except when the layoff results from a deletion of programs or classes that is identified through student forecasting and scheduling, or from administrative decisions to alter a program for the next school year, in which case, the layoff notice to the teacher will be given at least sixty (60) calendar days before the effective date the teacher would have reported to work.

b. Order of Layoff: In the implementation of a reduction in staff, all contract or probationary teachers will be reduced according to licensure, seniority and any other legal requirements.

c. If a teacher is in a position that does not require a TSPC licensure endorsement, as listed in OAR 584-036-0083, but does require specialized skills, that teacher may be retained out of seniority only if there is no teacher with higher seniority to place in the position who can meet the minimum job requirements as listed in the original job posting. The ability to meet the minimum job requirements can be demonstrated by means of past experience, demonstration, or education.

d. A contract or probationary teacher who is laid off shall remain on the recall lists for twenty-seven (27) months after he/she is laid off unless he/she:

- Waives his/her recall rights in writing;
- Resigns;
- Fails to accept recall to a position offered; or
- Fails to report to work in a position that he/she has accepted within ten (10) days after mailing of the notice of recall.

e. If a teacher has secured temporary employment elsewhere, he/she will be allowed twenty (20) calendar days before being required to report for work. Failure to return within twenty (20) calendar days after mailing of the notice of recall will be considered the resignation of said teacher. This is not to

be construed as to prevent a teacher who has notified the Board of his/her intent to return, and who is eligible for use of sick leave from accepting the recall and using accumulated sick leave.

f. The order of recall from layoff shall be in the reverse order of layoff subject to licensure. However, the District retains all rights to determine which programs are reinstated.

g. Restoration: Probationary or contract employment status, seniority, and unused accumulated sick leave, will be restored to a teacher upon his/her return to active employment, and he/she will be placed on the proper step of the salary schedule for his/her current position according to his/her experience and education. A teacher will not accrue increment or seniority credit for time spent on layoff nor will such time count toward the fulfillment of time requirements for acquiring contract status. Seniority will be determined based on a teacher's first day of actual service with the School District, corresponding to the most recent date of hire by the School Board. Approved leaves of 12 weeks or less shall not be subtracted from seniority.

h. Insurance: With the approval of the carrier, a laid-off teacher shall be allowed to continue under the District health insurance program for the period of time required by law provided that the District shall be reimbursed in advance for the cost of the premiums.

i. Appeal: Any appeal from a decision or action within a reduction in staff procedure and the order of recall from layoff as specified under this Article will be subject to the provisions of the grievance procedure of this Agreement. However, the arbitrator is authorized to reverse the staff reduction decision or the recall decision made by the District only if the District exceeded its jurisdiction, failed to follow the procedure specified in this Article, made a finding or order not supported by substantial evidence in the whole record or improperly construed the applicable law. Appeals from multiple reductions may be considered in a single arbitration.

2. Nothing in this Article is intended to interfere with the right of the District to discharge, remove, or fail to renew the contract of a probationary teacher pursuant to ORS 342.835.

3. When the District is in a lay-off mode (loss of FTE exceeds attrition in any area of licensure) the following program may be implemented.

a. During a lay-off or recall situation the District applies the criteria of seniority and licensure for purposes of determining who is laid-off or recalled. This can result in the need to assign a retained or recalled teacher to a job that may cause the teacher's career to be redirected. For example, licensure through a qualifying exam, a change in technology over a period of years, no experience in an

assignment, or an extreme change in the character of what will be taught are all examples of redirecting the career.

b. If, in the judgment of the supervising administrator or in the judgment of the teacher, this situation has occurred and help to adjust to the redirection is advisable, a program will be developed co-operatively between the supervising administrator and the teacher.

- This program will have a reasonable timetable for completion. If possible, it should begin prior to the start of the new school year so that the teacher will feel prepared to start the new assignment.
- Examples of program components could be: mentors, workshops, college classes, visitations.
- The District shall pay costs reasonably related to the program, such as tuition, fees and books.

c. The teacher may refuse the teaching assignment and retain all recall rights.

d. If the teacher is reassigned back to a job that does not need such a program, the teacher can voluntarily finish the program so that it may be applied in the future for other possible assignments. The teacher may also choose to stop the program because of the reassignment.

e. After the program is completed the teacher and the District are under no obligation to extend the program. A certificate of completion will be placed in the personnel file.

f. Appeals Process: If either the supervising administrator or teacher disagrees on the need for a program, or if they disagree on the contents of the program, either party may appeal. The OEA/UniServ Consultant and the Human Resources Director shall mutually select one person who will hear the positions of each party and this person's decision shall be final.

g. If there are extenuating circumstances, which prevent the teacher from completing the program, the teacher will be retained in the assignment and not be placed on the recall list.

Article 10 – COUNCIL/ASSOCIATION RIGHTS

1. Information: The Board agrees to make available to the Council/Association all records and reports available to the public. Such information will be provided within a reasonable time after a request has been made in writing by the Council/Association and at a cost to the Council/Association not to exceed the actual expenses incurred by the District in providing the information.

If it is necessary for the District to compile requested information, the Council/Association agrees to pay the time and materials cost incurred by the District. Payment of costs will be made within thirty (30) days of receipt of the requested information.

2. Council/Association Business: Council/Association business shall be conducted so as not to interfere with an employee's contracted school day duties.

3. Facility Usage: Use of school facilities may be arranged by District teachers for Council/Association business without prior approval of the Superintendent or designee. The GAEA shall be the responsible party. All use of District buildings and facilities shall be subject to these conditions. Usage will be consistent with the terms available to other adult groups. The use shall not interfere with school functions. Such use will be limited to those times when a District employee is on regular duty. A reasonable charge will be made for the use of a facility when a District employee is required to be present, or when extensive demands are made on District staff. The charge may cover the cost of heat, utilities, and any District staff time, which may be required.

4. School Equipment: District teachers shall have the opportunity to use for Council/Association business school equipment in the buildings upon approval of the building administrator at reasonable times when such equipment is not otherwise in use. The Council/Association will pay for the reasonable cost incidental to such use, and for any repairs necessitated as a result thereof.

5. Bulletin Boards: The District will provide a designated location not to exceed fifteen (15) square feet in each faculty dining room, if such space exists, or in a similar location, to the Council/Association for posting notice of meetings and other informational material regarding Council/Association business. The Council/Association will provide the desired bulletin boards and maintain them in good condition.

6. Mail Facilities and Mail Boxes: Interschool mail facilities and school mailboxes may be used for distribution of Council/Association communications. However, if this practice is found to be illegal by the Postal Department or other competent authority this right will be terminated.

7. Right to Speak at Meetings: Upon request, a member of the bargaining unit shall be allowed to make brief announcements during any building faculty and District meetings. The time for such

announcements shall be determined by the principal and/or Superintendent.

8. General Conditions: Communications shall be labeled as Council/Association business, shall not be libelous and will include the name of the individual or individuals responsible for the communication.

9. Responsibility: The withholding of the above privileges by the District may be enacted if the Council/Association fails to comply with the stated conditions. Payment of costs will be transmitted as specified or will accrue interest at the prime rate until payment is received.

Article 11 - ASSOCIATION LEAVE

Twenty-Five (25) days per year of Association Leave shall be allowed, as follows, to the bargaining unit to be used for any lawful purpose under Oregon's public employees' collective bargaining law as follows:

1. Twenty-five (25) days leave shall be granted with pay and with the Association paying only the total cost of the necessary substitutes.
2. All Association Leave requiring a substitute will be taken in not less than one-half (1/2) day blocks. Written application to the building principal must be made at least forty-eight (48) hours in advance.
3. At least one (1) teacher in each building will be allowed Association Leave at the same time. However, no teacher will be unreasonably denied Association Leave.
4. All Association Leave must be approved by the Association President.
5. No employee will be released for Association Leave in excess of three (3) days per school year without express approval of the Superintendent.
6. Association Leave taken under this Article shall not be used in such a way as to interfere with other employees' contracted school day duties.
7. An employee engaged during the school day in negotiating on behalf of the Association with any representative of the Board or participating in any professional grievance negotiation, including arbitration, shall be released from regular duties with loss of salary, unless the District requires that the matter take place during the school day; then in that event the employee shall be released without loss of salary, and this shall not be counted as Association Leave.
8. All leave taken within this Article shall be deducted from the twenty-five (25) days Leave allowance.
9. Association Leave usage will be reported quarterly to the Association.
10. The District will grant the local Association President up to 1/2 time (one-half time) leave of absence for the entire school year that the President is in office, subject to the provisions stated below.
 - a. The District will bill the local for the salary, fringe benefit costs, and fixed costs of the President.
 - b. Upon return from the leave, the President shall be granted all rights and accruals as if he/she had taught full time, including movement on the salary schedule. The President shall receive sick and personal leave benefits as if a full time staff member.
 - c. To insure the least disruptive environment for the students involved, the President shall establish with his/her supervisor a defined work schedule and release program as close as reasonably practicable to May 15 of the school year prior to the year of the intended leave.
 - d. This leave shall not be used for purposes which require the contacting of other teachers during their classroom time, nor interfere with employee's other contracted school day duties.

Article 12 - DUES AND PAYROLL DEDUCTIONS

1. Association Dues

a. Association Dues: Employees wishing to join the Council and its affiliated Associations may sign authorizations for the deductions of membership dues and file them with the District Office. Pursuant to such authorization the District shall deduct payment of such dues from the regular salary checks of the employee each month until completion. Employees who join the Association after the commencement of the school year shall pay dues prorated according to the months employed, beginning with the receipt of their authorizations, as outlined in (d) below.

b. Such authorization shall continue in effect from year to year, unless revoked in writing as follows: Withdrawal of the payroll deduction for such dues may be accomplished by writing a letter to the UniServ Office and to the District Office prior to the first day of October of any year.

c. A list of employees on Association dues deduction shall be sent to the UniServ Office, together with the remittance due to the local, state, and national organizations within fifteen (15) days after the monthly salary check has been received by the employees of the District.

d. The Council agrees, upon request, to furnish information needed by the District to fulfill the provisions of this Article. Failure to supply needed information prior to the tenth (10th) of the month in any pay period will release the District from obligation for that month.

2. Other Payroll Deductions: Upon appropriate written request from the employee, the District shall deduct from the salary of any employee and make appropriate remittance for the following District-approved deductions: Savings Bonds, United Way, Credit Union, Insurance Programs as agreed to in this contract, and other plans or programs jointly agreed to by the employee and the District. Such deductions must be requested by the employee prior to the tenth (10th) of the month in which the deduction is to be effected.

3. Waiver: The Council and the employee agree to hold the District harmless against any and all claims, suits, orders or judgments, which may be brought against the District as a result of the provisions of this Article. Agreement by the District to provide for a payroll deduction expressly does not imply any endorsement or responsibility for such programs. The District agrees to correct any errors, which might occur under this Article no later than the first pay period following written notification of such an error.

Article 13 - FAIR SHARE

The District shall deduct an amount equal to the Council and its affiliated organizations' dues as a fair share assessment for members of the bargaining unit who are not members of the Council. Such monthly payments shall total the yearly Council and affiliation dues or be a prorated amount according to Council dues structure.

Any employee who has not requested payroll deduction for Council dues or who has not certified to the District that he/she has paid his/her dues directly to the Council shall be subject to the provisions of this article.

The Council certifies that this Agreement is formally executed pursuant to the approval of a majority of all employees in the bargaining unit.

An exception to this Article will be allowed based on bona fide religious tenets or teachings of a church or religious body of which the employee is a member. Such employee shall pay an amount of money equivalent to regular Council dues only to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Council. The employee shall furnish written proof to the District that this has been done.

The Council will hold the District harmless against any complaints or suits filed as a result of administering the provisions of this Article on the condition that the District tender the defense of such complaints or suits to the Council within fifteen (15) days of service of the complaints or suits.

Article 14 - SICK LEAVE

1. Sick Leave: Employees absent from duty because of personal illness or injury or illness or injury of a member of the employee's immediate family shall be paid their full contracted salaries for the period of such absence not to exceed their accumulated sick leave. Immediate family shall be defined as spouse/partner, child, foster child, parent, parent-in-law, brother or sister, brother-in-law or sister-in-law, or the uncle, aunt, grandparent or grandchild of the District employee or his/her spouse/partner.

Sick leave shall be credited at the beginning of each school year. Each certified employee shall receive one-day sick leave for each month worked, not to exceed ten (10) days per year.

An employee who leaves the employ of the District or who goes on unpaid leave and who has used more sick leave than earned will have the amount in excess of that earned deducted from the final paycheck. If the value of the unearned used sick leave exceeds the amount of the final paycheck, the employee or former employee shall be required to repay the District for the excess.

Unused sick leave may accumulate and be taken without limit. Employees contracted to work eleven (11) or twelve (12) months shall receive eleven (11) or twelve (12) sick leave days respectively.

The Council and any employee using accumulated sick leave in connection with the illness or injury of a member of the employee's immediate family will hold the District harmless against any complaints or suits filed thereafter concerning such use. Nor shall the employee be able to reclaim leave days so used for later use for personal illness or injury or for calculation of retirement benefits.

Illness related to pregnancy, miscarriage or delivery will be recognized under this provision, with the proper certification from the attending physician. Time spent for preparation and care-taking functions are not to be considered a "personal illness" and any time off from work by the employee except during periods of actual disability will be provided for in the Family Leave section of this Agreement. Accrued sick leave may be used for periods of actual disability as verified by the employee's physician.

2. Notice: When an employee will be absent from work, he/she shall give notice to the District. If the absence is for consecutive days, the District shall be notified of the probable date of return.

3. Medical Certificate: An employee returning from any illness, whether or not sick leave benefits have been paid, may be required to submit to a medical examination by a doctor mutually agreed upon by the employee and the District at the expense of the District or furnish a medical doctor's certificate of health prior to returning to work. However, time spent for such medical examination shall be with pay

and shall not be charged against the employee's accumulated sick leave.

4. Sick Leave Assignment and Transfer: Assignment of new annual sick leave for all staff shall be effected at the end of the first full contracted day worked by each employee each year. However, if an employee should resign, go on unpaid leave, or complete a term of employment prior to the end of the school year, he/she will be credited sick leave of one (1) day at the beginning of each nineteen (19) completed contracted days.

Transfer of sick leave from the last Oregon School District employer for new staff with previous years of teaching experience shall be affected after the employee has completed thirty (30) working days. Ten (10) days of unused sick leave per year of previous public school teaching experience in Oregon shall be transferred into the District upon verification of the sick leave days from the previous District(s).

5. Retirement Benefits: Upon retirement, the value of one-half (1/2) of the unused sick leave will be allowed in accordance with PERS administrative rules.

6. Substantiation: The Superintendent may require substantiation of an absence if the District can show probable cause to suspect a teacher of obtaining sick leave benefits by fraud, deceit, or falsified statements. Misrepresentation of the reason for the use of sick leave will result in loss of pay for the days absent. Disciplinary action may be taken for misrepresentation.

7. Injury on Duty: The absence of an employee because of illness or accident for which he/she receives workers' compensation shall be considered as sick leave. Workers' compensation for the time lost (but not disability settlements) shall be deducted from sick leave compensation paid to the employee by the District. However, the amount of sick leave time charged against the employee's sick leave account shall be only that portion of each day for which he/she is actually compensated by the District. Such payments shall be discontinued when the employee's accumulated sick leave is exhausted or when the employee begins to receive District-provided Long-Term Disability benefits.

Article 15 - PAID LEAVES

1. Personal/Emergency Leave: Three (3) paid leave days per year will be available to qualified members of the bargaining unit for personal commitments or emergencies, which may occur during the school year. Applications must be made forty-eight (48) hours in advance unless the nature of an emergency prevents such advance notice. In such cases, the principal shall be notified as soon as possible.

All full-time employees will be credited with three (3) Personal/Emergency Leave days at the beginning of each school year. Such leave will be earned according to the following schedule:

30 to 63 days on active duty	1 day
64 to 126 days on active duty	1 day
127 to 189 days on active duty	1 day

If an employee leaves the District after using such leave without earning it, the District shall be reimbursed at the amount of salary paid for any such leave time taken but not earned.

When a full-time position is filled by more than one employee during a school year, the employee with the greater amount of days on active duty during each sixty-three (63) day period will earn the paid leave day for that period.

Employees choosing not to take one-half (1/2) day or more of the three (3) paid leave days shall be compensated for the unused days or portion thereof at the current daily substitute rate. Compensation shall be paid no later than the final salary check of the contract year.

Personal/Emergency Leave shall be taken in not less than one-half (1/2) day increments when a substitute is required and is non-accumulative.

At least two (2) teachers in each building will be allowed personal leave at the same time. However, no teacher will be unreasonably denied personal leave.

2. Emergency/Unanticipated Situations: One additional day of emergency leave, at administrator decision, will be made available for an employee who has exhausted personal/emergency leave to deal with unanticipated emergency situations that prevent attendance at work. The cost of a substitute, _____

including FICA and PERS payments, if any, shall be charged against the salary of the employee.

3. Sick Leave Bank: A sick leave bank will be created for the purpose of providing additional sick leave to eligible employees beyond their accrued personal sick leave. A committee of Association members will be appointed by the Association President. The function of this committee shall be:

- a. To manage donations into the Sick Leave Bank in conjunction with the District Office; and,
- b. To award or deny an employee's request for additional sick leave according to eligibility requirements; and
- c. To terminate the use of sick leave from the Sick Leave Bank for an employee should he/she exhaust benefits, become ineligible, or "misuse" benefits from the Bank.

Donations to the Sick Leave Bank can be made annually by employees who notify the Association that they are willing to donate one (1) personal leave day plus (1) sick leave day. A personal leave day must be donated before a sick leave day can be donated. These days will go into a permanent pool. An employee may donate an additional personal leave day or accrued comp time equivalent to a day along with an additional sick leave day. The second personal leave day or comp time day must be donated prior to donating a second sick leave day. Unused days in the pool will be carried over from year to year.

Requests for the leave donation from a bargaining unit member will be made to the Association President who will refer it to the Sick Leave Bank Committee. In order to be eligible for a donation of leave from the Sick Leave Bank, the requesting member must be experiencing a "serious health condition" as that term is defined in the state or federal Family/Medical Leave Act (critical illnesses or injuries diagnosed as terminal or which pose an imminent danger of death, conditions requiring constant or continuing care, permanent or long-term incapacity for more than three (3) consecutive calendar days and requiring two (2) or more treatments by a health care provider or one (1) treatment followed by a regiment of continuing treatment, absence for a pregnancy related disability or prenatal care, absences for chronic conditions, and multiple treatments for conditions that if not treated would likely result in incapacity of more than three (3) days) or if a relative (spouse/partner, child, parent, parent-in-law, sibling, or a person in a relationship of "in loco parentis with the member") of the member is experiencing a "serious health condition" and requires care or assistance by the member. Examples of illnesses which generally do not qualify as "serious health conditions" are the common cold, ear aches, routine headaches, routine medical or dental visits, flu, upset stomach, uncomplicated pregnancy, and sore throat. Other restrictions may apply as determined by the Sick Leave Committee.

4. Professional Leave: At the discretion of the employer, professional leave may be granted to certified employees to promote professional competency and to provide for the continual development and improvement of the instructional program. Application shall be submitted through the building principal at least one (1) week in advance. Approval shall be by the Superintendent, or designee, and shall be based on the educational benefits to the District, the availability of an adequate substitute teacher, and the availability of funds. Expenses defrayed may include such items as substitutes, mileage, registration, meals, lodging, and other reasonable expenses. This Article may be applied by the District to extra duty assignments including coaching and class or club assignments, and to weekends and other days when school is not in session. Anyone receiving professional leave from the District shall be reasonably available as a resource person for the benefit of the instructional program in the District.

5. Bereavement Leave: Bereavement leave shall be granted to District employees upon their request for attendance at the funeral service for a member of the immediate family of the employee, or any member of the employee's household. Such leave shall be of sufficient length so that they may attend the service and, if appropriate, make other necessary arrangements as may be required of them. Bereavement leave, with full pay, shall not exceed five (5) days, including travel time, per occurrence. Any additional time taken by a District employee up to a maximum of one (1) school week shall be charged against the salary of the employee to the amount paid a substitute (including FICA and PERS payments, if any) by the District. Immediate family shall be defined as spouse/partner, child, foster child, parent, parent-in-law, brother or sister, brother-in-law or sister-in-law, uncle, aunt, grandparent or grandchild of the District employee or his or her spouse/partner. In case of bereavement involving the death of a person of significance to the employee who is not on the above list, the employee may use up to one accumulated sick leave day per occurrence if personal leave is exhausted.

6. Funeral Leave: An employee who has exhausted personal/emergency leave may be absent with pay in order to attend a funeral as a result of a professional Association, except that the cost of a substitute, including FICA and PERS payments, if any, shall be charged against the salary of the employee, unless other in-building arrangements can be made with the approval of the principal.

7. Jury Duty Leave: Employees shall be granted leave with pay for service upon a jury provided, however, that the salary paid to such employee for the period of absence shall be reduced by the amount of money received by him/her for such jury service. Upon being excused from jury service during any day any employee shall immediately contact his/her immediate supervisor for assignment for the remainder of his or her regular workday.

8. Court Appearances: Employees shall suffer no loss in pay when responding to a subpoena to

appear in court as a result of the performance of their professional responsibilities or, when responding to a subpoena, as a disinterested witness who is not a litigant in a matter. However, employees shall not be paid under this provision for time spent as a litigant or witness against the District. The salary paid to such employee for the period of absence shall be reduced by the amount of money received for witness fees.

In order to qualify for this paid leave, the employee will notify his/her supervisor as early as possible and will take all reasonable steps to minimize the time away from duty. Upon completion of testimony, the employee shall immediately contact his/her supervisor for assignment for the remainder of the regular workday.

9. Emergency Family Care Leave: An employee who has exhausted personal/emergency leave who is absent in order to make child care arrangements in emergency situations or other arrangements for family medical care in emergency situations that could not have been anticipated may be absent with pay, except that the cost of a substitute, including FICA and PERS payments, if any, shall be charged against the salary of the employee. This leave may be used for childcare arrangements only after personal/emergency leave has been exhausted. This leave may be used by bargaining unit members for family medical care emergency situations only when sick leave has been exhausted.

Article 16 - UNPAID LEAVES

Extended Leaves of Absence

The following are types of leaves, which shall be considered extended leaves:

1. Exchange Teaching: A contract teacher shall be considered for a leave of absence for the purpose of teaching in an exchange-teaching program in an accredited college or university, private school or other public school District.
2. Advanced Education: An employee with three (3) years regular continuous service in the District shall be considered for a leave of absence for the purpose of advancing his/her education in an accredited college or university. Such leave granted under this provision may be canceled upon failure of the employee to enroll and complete a full-time course of study for the time specified on leave.
3. Family Leave: A regular employee shall be granted unpaid family leave for the purposes of maternity or adoption under the following conditions:
 - a. Initial notification to the District as soon as it is known that such leave may be required.
 - b. Notification to the District at least two (2) weeks prior to the commencement of the leave.
4. Illness in the Family: An employee shall be considered for a leave for the purpose of caring for personal illness or caring for a sick member of the employee's immediate family as defined in the Bereavement Leave Article.
5. Military Leave: Military leaves shall be allowed in accordance with Federal and State laws relating to such leaves.
6. Religious Leave: If the observance of an employee's own religious holidays prevents the employee from working on school days, the District shall allow up to two (2) days per school year for this observance.
7. Other Leaves: The Board may grant extended leaves for other purposes the District considers being of potential value to the District.

Conditions

The conditions to be met by all extended leaves of absence are:

a. Leaves shall not exceed one (1) year in length unless mutually agreed to.

b. All leave applications shall be made to the Superintendent or designee and are contingent upon Board approval.

c. All such leaves will be for a specifically stated duration unless exceptions and/or variances are agreed to by the District.

d. In the application the employee will include the specific purpose of the leave and the plans made to implement that intent. These statements will become conditions of the leave of absence, if granted, and failure to fulfill those conditions will be considered the resignation of the teacher.

If, however, such plans are interrupted by circumstances beyond the control of the employee, the District will choose one of the following:

- Return to active duty.
- Continue the term of the leave.
- Or choose some other mutually agreeable arrangement.

8. Compensation During Leave of Absence: There shall be no compensation in any form during the extended leave of absence. The employee may pay for medical fringe benefits and continue to be a member of the insured medical group, providing the insurance carrier agrees.

9. Return from Leave: All benefits to which an employee was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, seniority and place on the salary schedule, shall be restored to him/her without gain or loss upon his/her return. A position will be guaranteed, if notification of intent to return is received by April 1st, but the assignment and building cannot be assured.

10. Application Procedure: All applications shall be made in writing to the Superintendent or designee allowing maximum amount of time for decision-making and implementation. All responses to requests shall be made in writing to the applicant.

11. Renewals and Extensions: All applications for renewals and extensions shall be made in writing to the Superintendent and shall be considered individually by the District.

12. Short Term Leave: The District may grant short-term unpaid leave day(s), with the approval of the Human Resources Director. These days are not for recreational purposes or to extend holidays or vacations. Examples of types of reasons for this leave are: funerals other than those covered in the current funeral policy, serious illness or accident in the employee's or spouse's immediate family, family functions over which you have no control of the schedule (such as graduations or reunions), and legal proceedings.

Article 17 - WORK YEAR

1. The length of the contract work year for employees in the bargaining unit will not exceed one hundred ninety (191) days and one hundred ninety-two (192) for new teachers, including five (5) paid holidays (Labor Day, Veteran's Day, Thanksgiving, New Year's Day and Memorial Day). Beginning with the 2014-2015 school year, the length of the contracts will be extended by one day to provide an additional professional development day.
2. Inclement Weather: Teachers are not to report for work on days when school is closed due to inclement weather. Teacher's salaries will not be docked for time lost due to such closure; provided, however, that such lost time may be made up at the option of the District without any additional pay. The District will consult with the Association before rescheduling closure days. On days when the opening of the school day is delayed due to inclement weather, teachers shall report to work before students arrive and as close as possible to their normal report time as consistent with safety. On days when the school day is shortened due to inclement weather, staff shall be released by the administrator as soon as consistent with safety.
3. Staff Development: The District calendar committee may include as a part of its calendar recommendation to the Board designated dates for staff development. In addition, individual building leadership may present to the Board for approval plans for staff development time during the school year. The total number of hours for staff development in any building will not exceed 30 hours per year.

In order to assist with the workload impact of the 21st Century Schools Act, during the duration of this contract, part of the staff development time shall be devoted to work related to the Act.

Specifically, two of the days designated on the calendar for staff development shall be devoted to group and individual activities planned by the site council related to the content areas of emphasis for that year or other school improvement goals.

Summer Professional Development: Summer professional development may not be required unless held within the week immediately prior to (August) or immediately after (June) the contract year. If required, attendance at such professional development will be paid at committee pay rate (minimum).

A schedule of required summer professional development (June or August) will be provided to affected teachers by March 15 of each year. No teacher shall be required to attend professional development in both June and August of the same summer. Any other summer training or professional development shall be voluntary and may or may not be compensated.

It is not the intent of this language to create annual required summer professional development for any teacher, nor to de facto extend the contract year in any way.

4. Teachers appointed by the Association will be involved in planning the beginning of the year schedule for District-wide staff development activities and meetings involving teachers in more than one building. A minimum of two days (or four half-days) will be scheduled as work days before school starts to be used for individual preparation; building staff meetings, and small group meetings in the building (i.e., IEP teams, department meetings, etc.) may use up to one half-day of this time.

5. Grading Periods: A minimum of half a workday (grading day) shall be scheduled at the end of each grading period for teachers to meet reporting requirements, which include progress reports. When the detailed mid-year report card is to be completed, at least one grading day and one work day shall be scheduled. No required meetings are to be scheduled on this work day. All schools shall have 4 days per year unless the building creates new grading periods that require less.

For schools that award credit on six (6) week terms, a minimum of ½ day for grading will be scheduled at the end of each term. If the school does not schedule a non-student grading day, a half-day of sub time will be made available. The teacher may elect to use the half-day of release time for grading or receive payment equal to a half day of sub time if they choose to do grading on their own time. Teachers in these schools who have multiple course changes for the next term may request release time for planning. Up to 30 minutes of the time may be used for a staff meeting.

The final school day shall be a half-day for students so that the remainder of the day is available to teachers to close their classrooms for the year.

Grading days will be aligned in the calendar so that they are scheduled when the report cards or progress reports are actually due. This plan will include offering training on the electronic grading system adopted by the district and be aligned in a timely manner with each grading period. See Attachment F for reference.

In addition to these days, Library/Media Specialists shall receive the last two (2) full student days as workdays each year for the purpose of closing down the library.

6. Dual Immersion Teachers:

If a teacher in a dual immersion program is required to conduct conferences beyond the regularly provided time, the teacher will be compensated for that time. This will be done through the use of substitutes or if the teacher chooses to not have substitute time, they will be compensated at the substitute rate for the extra time beyond their contracted day.

Article 18 - WORK SCHEDULES

1. The parties recognize the value of flexibility to the overall educational program and agree to retain reasonable flexibility during the term of this Agreement. The District agrees to meet with Association representatives prior to the implementation of major District-wide schedule changes to discuss the reasons for such changes.

2. Work Day:

a. Teachers shall have a thirty (30) minute duty-free lunch included in the regular eight (8) hour workday beginning in the 2009–2010 school year.

b. The starting and dismissal times, which may vary from school to school, shall be determined by the Board.

c. The elementary student day is defined as a daily average of six (6) hours and twenty-three (23) minutes.

d. The middle school student day is defined as a daily average of six (6) hours and forty-three (43) minutes.

e. The high school student day shall be defined to be a daily average of six (6) hours and fifty-eight (58) minutes.

f. The regular workday at all levels shall end no later than 4:15 p.m. with the exception of alternative programs for which end times may be adjusted.

g. Up to half of the regularly scheduled parent-teacher conference time may be traded for evening (past the end of the regular workday) to meet the needs of our parent community.

3. Special Education Teachers: Special education teachers responsible for writing IEPs shall not be assigned non-instructional duties. Time will be provided for Special Education teachers to meet with their SEAs during the school contracted day (daily or weekly as needed). This time will be duty free of other responsibilities.

4. Meetings:

a. A monthly average of three (3) days per week will be free of any required meetings. Required meetings will be limited to thirty (30) minutes after (or before school if that is the preference of the building principal and the majority of the teacher staff) the regularly scheduled workday, a maximum of twice per month, excluding IEP meetings. Time spent in required meetings beyond the regular work day may be flexed in cooperation with the building principal.

b. If a teacher is scheduled to attend more than the monthly average of two (2) required meetings per week, the teacher should clarify within his/her principal which meetings are the highest priority for attendance.

5. I.E.P. Meetings:

a. By October 1 of each school year, teachers in each building will be provided with the approximate due date for the annual I.E.P. meetings involving each of their students. When new students are enrolled or schedules change, approximate dates of meetings for these students will be provided. An effort will be made to review and shift dates of the three-year re-evaluations for I.E.P. students so that they are evenly distributed throughout the school year.

b. Regular education teachers who are required to attend an I.E.P. meeting during the teacher's preparation time during the student day shall be compensated with comp time, according to the formulas described in Article 18.9.

6. Release Time: Special education teachers, ELL teachers, and Title I teachers, because of their workload, may contact their supervisor concerning release time. Reasonable accommodation will be attempted. This release time shall be considered in addition to their regularly scheduled preparation time.

7. Part Time Teachers: Preparation time shall be assigned on pro-rated FTE on the total preparation time minutes that a full-time teacher is entitled. Included in the amount of preparation time allotted will be a proportionate amount of before/after school minutes that a full time teacher in the part time teacher's building is entitled. When part time employees are requested to attend meetings outside their regular workday, they shall be compensated at committee rate. When grading half-day and in-service half-day is scheduled for the same day; the part-time employee has the option to attend the grading half-day or attend part of the staff development day with the understanding that the employee still needs to allow time for grading. If the District requests the employee to attend the in-service, they shall be compensated at committee pay for time beyond their regular workday/workweek. For teachers who are not scheduled to work on a grading day either time will be provided on a pro-rata basis during a regular workday to do grades or compensatory time will be provided. The part time employee shall attend student conferences based on their FTE. If they attend more time than their FTE, at the request of the District, they shall be compensated at committee pay or compensatory time.

8. Preparation Time:

(1) High School: Preparation time at the high schools shall average 55 to 60 minutes per day. This

preparation time shall be scheduled according to the following conditions.

a. The District may assign preparation time no less than 50% of student days. The bargaining unit member will receive a prorated amount of prep time averaging fifty-five (55) minutes (550 total over ten days) if prep is daily, to averaging sixty (60) minutes (660 total over ten days) if prep is only 50% of the days. Teachers will have a 10-minute break in the morning and afternoon on a day without a prep period.

b. Prep time will include one class period in a regular schedule, not less than forty-five (45) minutes in length. Prep time beyond the one class period needed to reach the minimum should be distributed throughout the school year as evenly as possible.

c. Preparation time will be within the student day. The student day shall be defined to be a daily average of six (6) hours and fifty-eight (58) minutes beginning in the 2009-2010 school year. If the District schedules a day that has a late start or an early dismissal, the preparation time for that day may still be scheduled within the defined student day without violating the contract. For example: If the student day is 7:50 a.m. to 2:40 p.m. then the preparation time is scheduled during those hours. If an early dismissal is scheduled for one day at 1:00 p.m., the preparation time may still be scheduled until 2:40 p.m.

d. Total yearly prep time may be used when working with semi-regular schedules.

e. At a high school on an 8-block schedule, with the agreement of the teacher, a teacher may be assigned to one semester of a full block period of prep time every day (six (6) classes over two (2) days, no study hall) and the other semester with a full block period of prep time every other day (seven (7) classes over two (2) days, no study hall). The Association will be notified of the assignment by the District.

f. Workload: A building team made up of all special education teachers, a school support specialist(s), and an administrator shall meet annually to review the caseload and severity of identified special education students at the secondary level. The team shall recommend the number of additional paperwork/prep periods vs. student contact periods, allotted to each member of the department. Final approval shall be made by the building administrator. The plan shall be reviewed in the fall and changes can be recommended to the building administrator. A meeting between ELL teachers and the building administrator and between the Title I teachers(s) and the building administrator shall be held according to the same timeline and for the purpose as the special education teachers' meeting in this section.

If any teacher wishes to appeal the final approval of the building administrator, the appeal may be made to the District Special Programs Director. The Director may amend the teacher's schedule or make other accommodations for support. The Director's decision will be final.

A Special Education teacher at the secondary level being assigned a general study hall will, prior to the beginning of the assignment, meet with his/her supervisor and an association representative in order to follow the process for workload outlined in this section.

g. Supervision: Supervisory duties may be assigned up to fifteen (15) minutes before or fifteen (15) minutes after the student contact day. The total assigned supervisory duty shall not exceed more than an annual average of one (1) day per week. Daily supervision duty will not be assigned more than two consecutive weeks at one time.

(2) Middle School: Preparation time at the middle schools shall be at least 450 minutes over a two (2) week period or ten (10) consecutive student days. This preparation time shall be scheduled according to the following conditions.

a. Preparation time shall be assigned daily over a two (2) week (ten (10) student days) period totaling 450 minutes.

b. Preparation time will be within the student day. If the District schedules a day that has a late start or an early dismissal, the preparation time for that day may still be scheduled within the defined student day without violating the contract. For example, if the student day is 8:00 a.m. to 2:35 p.m. then the preparation time is scheduled during those hours. If an early release is scheduled for 12:43 p.m. the preparation time may still be scheduled until 2:43 p.m.

c. The cumulative amount of preparation time during the student contact time will be equal to or greater than the preparation time during the 1992-1993 school year in that particular building. It is agreed that preparation time during the 1992-93 school year is established as forty-five (45) minutes at the middle school level.

d. At the end of the school year, the staff shall evaluate any new schedules as it pertains to preparation time through site council procedures. The evaluation shall be used to determine what, if any, changes shall be made in the schedule. Experimental schedules must meet the conditions of this contract.

e. At the middle schools, a monthly average of three (3) days per week will be free of any scheduled meetings between the time the student day ends and the end of the teacher workday.

f. Workload: A building team made up of all special education teachers, a school support specialist(s), and an administrator shall meet annually to review the caseload and severity of identified special education students at the secondary level. The team shall recommend the number of additional paperwork/prep periods vs. student contact periods, allotted to each member of the department. Final approval shall be made by the building administrator. The plan shall be reviewed in the fall and changes can be recommended to the building administrator. A meeting between ELL teachers and the building administrator and between the Title I teachers(s) and the building administrator shall be held according to the same timeline and for the purpose as the special education teachers' meeting in this section.

If any teacher wishes to appeal the final approval of the building administrator, the appeal may be made to the District Special Programs Director. The Director may amend the teacher's schedule or make other accommodations for support. The Director's decision will be final.

A Special Education teacher at the secondary level being assigned a general study hall will, prior to the beginning of the assignment, meet with his/her supervisor and an association representative in order to follow the process for workload outlined in this section.

g. Supervision: Supervisory duties may be assigned up to fifteen (15) minutes before or fifteen (15) minutes after the student contact day. The total assigned supervisory duty shall not exceed more than an annual average of one (1) day per week. Daily supervision duty will not be assigned more than two consecutive weeks at one time.

(3) Elementary School: Each full-time classroom teacher will be assigned a minimum of three hundred ninety (390) minutes of preparation time per regular five (5) day student week. This will include:

a. One hundred fifty (150) preparation minutes weekly will be provided during the student day. These one hundred fifty (150) minutes shall be scheduled in blocks of no less than thirty (30) minutes.

b. The one hundred and fifty (150) minutes shall be within the student day. If the District schedules a day that has a late start or an early dismissal, the preparation time for that day may still be scheduled within defined student day without violating the contract. For example, if the student day is

9:00 a.m. to 3:23 p.m. then the preparation time is scheduled during those hours. If an early dismissal is scheduled for one day at 1:23 pm., the preparation time may still be scheduled until 3:23 p.m. These one hundred and fifty (150) minutes must be scheduled at least over three (3) days in a regular five (5) day student week.

c. All elementary teachers shall have at least 240 minutes per week of preparation time during the workday outside of the student day. Sixty (60) minutes of the 240 minutes can be used to have teachers attend IEP meetings. In scheduling these minutes outside of the student day, a minimum of twenty (20) continuous minutes will constitute a preparation period.

d. In addition to (a-c) above, elementary classroom teachers in grades K-5 will have available a total of five (5) days of substitute time per school year for the purpose of preparation time. Guidelines for the use of the five (5) days of substitute time are listed in Attachment E. The elementary teacher will plan and schedule five (5) days of prep time on the back of their goals sheet. During the goals conference time the administrator and teacher will review the plan for the use of the five (5) days prep time and will have a discussion on whether they meet the guidelines in Attachment E. (There is no requirement that the goals and prep time are tied to one another.) The time and use of the days can be changed during the year, based upon the needs of the teacher, through a conversation with the administrator.

e. Elementary Specialists: For the purpose of this article these employees are defined as those teachers whose instructional assignment provides preparation time for classroom teachers. In addition to (3.c) above, elementary specialists shall be assigned a minimum of forty-five (45) minutes of daily preparation time during the student day. These forty-five (45) minutes shall be assigned as forty-five (45) continuous minutes or in thirty (30) continuous minutes and fifteen (15) continuous minutes.

f. Elementary Music Teachers: FTE of part-time music teachers will be calculated based on a pro-rata of 1.0 FTE = twenty-five (25) hours and forty (40) minutes of instruction per five (5) day week not to exceed five (5) hours and eight (8) minutes of instruction time per day. This time shall be reduced for travel.

g. Elementary non-classroom teachers: For the purpose of this article, these employees are defined as those teachers who have twenty five (25) or more hours of student contact time per week. In addition to (3.c) above, elementary non-classroom teachers shall be assigned a minimum of one hundred fifty (150) preparation minutes weekly during the student day. These one hundred fifty (150) minutes shall be scheduled in blocks of no less than thirty (30) minutes. Special education, ELL, and Title 1 teachers should also refer to Article 18 #6 regarding release times for additional preparation time.

h. Special Education Teachers: For the purpose of this article these employees are defined as special education teachers who have twenty five (25) hours or more of student contact time per week. In addition to (3.c) above, special education teachers shall be assigned a minimum of one hundred fifty (150) preparation minutes weekly during the student day. These one hundred fifty (150) minutes shall be scheduled in blocks of no less than thirty (30) minutes. In addition, they will also be provided with an extra sixty (60) minutes a week for assessment and observation time during the student day. Special education, ELL, and Title 1 teachers should also refer to Article 18 #6 regarding release times for additional preparation time.

i. All Other Elementary Teachers: Will receive (3.c) above. Special Education, ELL, and Title 1 teachers should also refer to Article 18 #6 regarding release times for additional preparation time.

General Provisions: Assigned preparation time will be specifically designated by the District, considered time on duty and shall be used for the traditional activities considered as preparation and conference time.

9. Compensatory Time: Teachers at any grade level may be asked to substitute for another teacher who is temporarily out of his/her assigned classroom. If unable to locate a willing staff member, an administrator may, after asking all available teachers and administrators, assign a teacher to cover. If, as a result of substituting in another classroom during an assigned preparation period, a teacher suffers a net loss of 165 or more preparation time minutes in any one (1) semester, then the teacher shall be provided compensatory time in the form of one-half (1/2) day blocks of paid leave. This leave will not count against any other type of paid leave in this contract and is non-accumulative beyond the current year. This leave will be taken at a time mutually agreeable to the teacher and the principal with twenty-four (24) hours advance notice. This provision does not apply to teachers who have been released from their own assigned prep time to direct an activity or where individuals exchange coverage for an activity.

If a teacher performs other duties totaling 165 minutes per semester at the request of the building administrator during their duty-free time, half-day blocks of paid leave shall be provided. At the end of a school year, teachers may request to be paid for this time at sub rate in half-day increments up to two (2) days total.

The District shall not be liable for any loss of guaranteed preparation time due to events scheduled by the District that involve students, for example, assemblies and fire drills.

10. Class Size Policy/Committee: If the Board determines during the life of this agreement that the current class size policy needs to be reconsidered and revised, the class size committee will meet to prepare recommendations. The District and Association agree to the formation of a class size committee, with three (3) members selected by the District, three (3) members selected by the Association, and three (3) community members, each acceptable to the Board and the Association. The committee will develop a recommendation on class size policy and procedures for dealing with class size concerns. The committee will study class size standards, District operating procedures regarding class size, the number of student contacts per day; District past practices regarding class size, District financial resources, and the needs of special students and the workloads of the specialists. Further, the committee may identify areas recommended to be targeted for future improvement. The committee shall meet regularly, distribute comprehensive minutes of each meeting, and submit a final report to the District and Association. The committee will actively solicit the involvement of local citizen groups, parent groups, staff and the public.

The class size policy adopted by the School Board will be adhered to by the District. However, the School Board may determine that the class size policy cannot be complied within a particular situation because of educational needs beyond the control of the School Board, such as lack of sufficient appropriate facilities, or inadequate resources. Enforcement of the class size policy adopted by the Board will be by the same procedures as apply generally to Board policies. A quarterly report on class size shall be provided to the Board and to the Association president.

Class Size Appeals Procedure: The class size appeals procedure shall be automatically initiated at the following class size numbers:

K – 2	27 or more students
3 - 5	31 or more students
Middle School	34 or more students
High School	36 or more students

Any teacher who recognizes a class overload problem, even if the class size is below these numbers, can appeal for intervention through the following process:

- a. The teacher or teachers involved may request in writing, referencing Article 18 “Class Size Appeals Procedure,” a meeting with the building principal to discuss issues regarding class size or student makeup and to explore potential solutions. The building principal will provide the teacher(s) with a written response to the appeal within ten (10) working days.

- b. If the teacher(s) is unsatisfied with the response or actions by the principal at the building level, an appeal may be made to the Superintendent or designee. The Superintendent/designee will provide the teacher(s) with a written response to the appeal within ten (10) working days.
- c. If the teacher(s) is unsatisfied with the Superintendent's response to the appeal, the matter may be presented to the Board by the teacher(s). After hearing the appeal at a Board meeting, the Board will provide a written response within ten (10) working days. The decision of the Board shall be considered final.
- d. The teacher(s) may have Association representation at any level of this procedure.

Inclusion/Supportive Education: The implementation of inclusion/supportive education shall be determined by IEP's for individual students and not on a per building basis. If a teacher is impacted by a disabled student and/or the supported services needed, and is unable to resolve the resulting problems or concerns through his/her supervisor, then a mutually acceptable mediator/facilitator will be appointed by the District and Association to work out the problems.

Class Size/School Committee: A school committee will be created in each building made up of building staff and comprised of one (1) administrator, one (1) special education representative, at least two (2) classroom teachers and the school counselor. The counselor appointment will be optional. The committee will develop a written plan to deal with class sizes for classes with and without special needs students. This plan will provide distribution of IEP, "504" and regular education students, based on their individual needs. The goal of this plan shall be smaller class sizes for those classrooms with higher need students. This plan does not take the place of the class size appeals process. Each building's class size plan shall include a written procedure developed before the start of the school year to be used in assigning students who are transferring into the school to appropriate classroom assignments, so as to ensure an equitable distribution of special needs students.

Tobacco Use: The District recognizes that tobacco use is habit forming and will make sure employees are informed and forewarned of this policy (GBK, JFCG). It is the District's intent to be helpful and supportive with employees who use tobacco. However, if persistent violation of this policy occurs and the District determines discipline may be necessary, the discipline shall be progressive and in compliance with the negotiated agreement.

Employees will continue to be able to leave District property during lunch.

Article 19 - SUPERVISORY ASSIGNMENTS

Certain non-classroom supervisory duties exist which the licensed staff may need to perform. Such assignments may be made by the building administration when and as the needs for such assignments arise. When such assignments are made, the teacher may consult with the building administrator for desired changes in assignment. If such assignment is nine (9) consecutive weeks in duration and thirty-four (34) consecutive minutes or more per day, then that teacher so assigned shall have a compensatory period for the duration of that assignment.

Except in unusual circumstances as defined by their supervisor, school nurses will be excluded from the provisions of this Article.

Article 20 - ASSIGNMENT AND TRANSFERS

1. Teachers will be notified of their tentative assignments for the following year by the posting in each building of a master schedule as soon as it is available. Staff may respond and make recommendations regarding such assignments, but all final decisions shall remain with the District. Changes in these tentative assignments will be communicated to the individual teacher by mailing to the teacher's last known address.
 2. In the event that a teacher is assigned outside the scope of the teacher's license or major area of preparation for more than one (1) year, the District will, upon request, consider that teacher for transfer to any available vacancy for which he/she is licensed.
 3. A teacher desiring to transfer to another grade, subject and/or activity assignment within their current school shall submit his/her name to building administrator as soon as possible in order to be considered for the following year. Vacancies shall be periodically made known to the staff desiring transfers, as they become known. The process for requesting and being granted a transfer to another position within the District will be made available to staff in a timely manner.
 4. Moving Assistance: The District will provide moving materials and assistance for any teacher who is transferring.
 5. Teachers who are voluntarily transferred may ask for paid time for moving as described in section (6) below. The District will consider it on a case-by-case basis.
 6. District-initiated Transfer: Each teacher shall be notified in writing of any District-initiated building transfer as early as possible, and if the teacher is given notice of the District-initiated transfer after the beginning of the school year for a transfer which will occur during the school year, then the teacher shall be provided reasonable time of no less than one (1) day and up to three (3) days duty-free time to prepare for the assignment. Teachers notified that they will have to move due to a District-initiated transfer for the next school year will be provided up to one (1) day at committee pay. The District will consider the following criteria when deciding upon a District-initiated transfer:
 - a. Prior District-initiated transfers. A teacher shall not, except in special circumstances, be transferred at District initiation more than twice in five years.
 - b. The preference of the teacher(s). When a teacher is to be transferred at District initiation, the teacher may put in writing his/her preference regarding a desire for consideration for a new assignment.
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- c. The needs of the District.
- d. District-wide seniority of teacher(s) to be transferred.
- e. Whether the District's needs can be met by making a voluntary transfer.

7. Opening New Buildings: When the District is planning to open a new school building, the District will gather input from the Association as to the process. The District will announce by March 1 of the prior school year the process for determining staffing of the new building and/or the adjustments in staffing of existing buildings that will be affected. Affected teachers will be given opportunity to submit their preferences regarding transfer to another building, grade, subject and/or activity assignment.

8. Traveling Teacher Assignments: The District will assign the teacher to a specific building, which shall be considered home base for purposes of extra duty responsibilities and faculty meetings.

Traveling teachers will be assigned a room in each building where storage facilities are available for the teacher's use. Such room assignment is not intended to preclude others from using the same room for other purposes.

9. Hiring From Within: The District supports hiring for vacancies from within and will encourage their administrators to consider inside applicants when hiring. The most senior teacher applicant for vacancies will be guaranteed an interview if the applicant meets the minimum posted requirements of the vacancy. This guaranteed interview will be limited to once a year so that no one person will continually get all the guaranteed interviews. Annually, and prior to February 1, the Human Resources Department will provide the hiring procedure that will be used to all bargaining unit members.

10. Job Postings: During the school year job postings will be sent to all buildings where employees in the bargaining unit are normally working. The postings shall be at least five days prior to the closing of the open position. Job postings shall include minimum qualifications required and may include desired qualifications in excess of such minimums.

These postings shall also be sent to the Association President.

During the summer recess, a list of all bargaining unit positions that the District has determined to fill shall be posted in the District Office, web page and online application system.

The following shall be exceptions to the above posting description: a) a vacancy created by a teacher going on leave or if a position is to be filled by a teacher returning from leave, b) a vacancy

which occurs after the opening of school and is designated as temporary or experimental only for the balance of the school year, and c) a vacancy to which an employee will be recalled.

If the District implements a hiring policy or practice that limits hiring employees on the salary schedule between 0 and 3 years experience, this policy shall not apply for current part time employees who are selected by the District to increase their FTE.

11. Highly Qualified Teachers: The term “highly qualified” teacher, for the purpose of this collective bargaining agreement, refers to a teacher who meets the specific requirements established by the reauthorized Federal Elementary and Secondary Education Act (ESEA) signed in January 2002.

The District shall make every effort to assign employees so that they can remain “highly qualified.” If an employee is not currently “highly qualified” in the area of his/her assignment(s), the District will, when a vacancy exists, transfer the employee to an alternative assignment in which the employee will be “highly qualified” if the District determines that such action is necessary for the District to avoid penalties under the ESEA.

If a teacher is placed in an assignment where he/she is not considered “highly qualified,” the District may require the teacher to make efforts to become “highly qualified” within a mutually agreeable timeline. If the teacher chooses to take the qualifying exam, the District will pay for the fees for the first exam in each subject area. If the exam, when taken for the first time, actually has two different tests, the District pays for both tests.

12. Teaching Models: If a particular testing model is to be used in a classroom, department, or school-wide by teachers in their classroom, as initiated by the District, all affected teachers will be granted the following:

- a. An opportunity to provide input to the appropriate District administrator prior to implementation.
- b. The opportunity to receive training in that model, and
- c. The opportunity to provide feedback for the purpose of evaluating the teaching model within a reasonable period of time after it is implemented.

Article 21 - EVALUATION OF STUDENTS

Within systems and standards adopted by the District, the teacher shall have the authority and responsibility to determine the individual grades and other evaluations of students within his/her classes. No grade or evaluation shall be changed without consultation with the teacher except when such consultation is not practicable because of the absence of one or both parties. If the administrator makes a grade change without the concurrence of the teacher, the administrator shall so indicate by signing and dating the grade report in the student's cumulative file and notify the teacher in writing as to the reasons for the change.

Regularly scheduled meetings for the Curriculum, Instruction, and Assessment Department will be held with the Association to discuss and resolve issues related to grading practices and the electronic grading system.

Article 22 - STUDENT DISCIPLINE

The administration shall make available to employees the District's discipline procedure and the process for documentation and referral of disruptive and aggressive students at the beginning of each school year. Building disciplinary procedures consistent with District procedures shall be developed by building staff.

This procedure shall include:

1. The teacher's right to remove disruptive students from the classroom temporarily.
2. Notification and/or conference, if requested, of the administrative action taken prior to, or if not reasonably possible prior to, then within a reasonable time after the student is readmitted to the classroom.
3. Students who perform significant acts of physical aggression towards other students, staff, or self may be removed from the room in accordance with current Board Policy and statute. If not already addressed by a behavior plan, a conference will be held between administrator and teacher prior to the student's return to the classroom.

The Superintendent or designee will have the final authority to resolve any grievance under this Article.

Article 23 - VOLUNTARY EARLY RETIREMENT

The following is a form of deferred compensation for work performed during the years of employment.

1. All bargaining unit members currently retired shall continue to receive early retirement benefits in accordance with the negotiated contract in effect at the time of their retirement.
2. Any current employee retiring on or before June 30, 2006, shall be subject to the benefits and requirements as agreed to in the Letter of Understanding dated May 26, 2005 by the Association and District. This Letter of Understanding is attached to this contract in the appendix section.
3. The following voluntary early retirement benefit is restricted to employees with service in the District of at least (a) fifteen (15) years of full-time service or (b) part-time service equivalent to fifteen (15) years of full-time service or (c) a combination of part-time and full-time service that cumulatively is equivalent to fifteen (15) years of full-time service as of August 22, 2005. District approved leaves or part-time service shall not constitute a break in service.
 - a. Eligibility: When an employee has reached the age of fifty-two (52) with 30 years or less in the PERS system, or age fifty (50) or fifty-one (51) with 30 years or more in the PERS system, he or she may elect early retirement by giving at least ninety (90) days prior written notice to the District through the Human Resources Office.
 - b. Monthly Stipend: The District shall pay to the retired employee \$500 prorated based on the employee's preceding year's contract FTE each month for forty-eight (48) months or to age sixty-two (62) whichever is less. This stipend amount may be taken any time between ages fifty (50) and sixty-two (62) and may be spread over any number of months exceeding forty-eight (48), but must be completed by age sixty-two (62). It is expressly understood that an employee may not receive benefits under this plan and the District-provided Long Term Disability plan simultaneously.
 - c. Insurance Benefits: An additional monthly stipend amount will be provided to the employee of \$575 per month to purchase medical insurance or receive as taxable income.
 - June 30, 2008: If the employee retires on or before June 30, 2008, this monthly stipend of \$575 will continue for a maximum of seventy-two (72) months or until the employee reaches sixty-five (65) years of age, whichever is less.
 - July 1, 2008-June 30, 2011: If the employee retires on or after July 1, 2008, but on or before June 30, 2011, this monthly stipend of \$575 will continue for a maximum of sixty (60) months or until the

employee reaches sixty-five (65) years of age, whichever is less.

- July 1, 2011: If the employee retires on or after July 1, 2011, this monthly stipend of \$575 will continue for a maximum of forty-eight (48) months or until the employee reaches sixty-five (65) years of age, whichever is less.

- The retiree will be allowed to participate in the group insurance medical programs at his/her expense. The retiree may participate in the current medical insurance coverage plan for the employee at the step rate. For purposes of this article, two-party means employee and spouse, employee and domestic partner (as permitted by carrier rules), or employee and dependent. If the retiree elects to use this \$575 stipend for medical insurance and elects a program for less than \$575, the stipend will then be reduced to that amount.

- Section 125 shall be available to retirees.

- As permitted by law and within carrier regulations, any employee may purchase insurance through the District after retirement.

d. Survivability: Upon the death of a retiree receiving early retirement insurance benefits, the District will continue to pay those insurance benefits to a surviving spouse, domestic partner (as permitted by carrier rules), or dependent as if the retiree had survived.

Article 23(A) – REHIRE AFTER RETIREMENT

1. Employees who choose to retire during their contract year may be rehired to finish out their contract year under the following conditions:

a. They will be notified of whether or not they will be rehired within 30 days of their application for early retirement. They have the right to withdraw that application within ten days of that notification.

b. If selected for rehire, they may continue to work as a temporary employee at their current contracted salary for a period not to exceed their current contracted work year.

c. They may request, in writing, to carry over up to 75 days of paid sick leave beyond their retirement date unless they choose to reserve all sick leave to be used as a credit in calculating PERS benefits. They may defer any contractual early retirement benefits for which they are eligible until the end of their work contract, or they may begin their early retirement benefits at the time of their retirement.

2. Employees who retire at the end of a contract year but wish to return to work will be required to apply for employment just as any individual seeking employment at the beginning of a contract year with no assurances of that employment. If actually re-employed, the following conditions will apply:

a. Employment status will comply with the Oregon Statute.

b. They will be restricted to receiving credit for a maximum of 10 years of prior service and will be placed on the eleventh (11th) step of the salary schedule in the column corresponding to their training and education.

c. They may request, in writing, to carry over up to 75 days of paid sick leave beyond their retirement date unless they choose to reserve all sick leave to be used as a credit in calculating PERS benefits. They may defer any early retirement benefits for which they are eligible until the end of their work year, or they may receive their early retirement benefits concurrent with employment. In either case, the early retirement benefits will be based on the last year of regular employment.

3. General Provisions

a. The employee will be fully responsible for completing all retirement arrangements with PERS including determining the date of retirement, retirement options, etc.

b. The District will not be responsible for monitoring work hours to ensure that the retired and then rehired employee does not exceed PERS or Social Security (FICA) limits. Furthermore, the District will not pay or incur any financial liability should the employees exceed PERS or FICA limits.

c. Any topic not covered in this article will be subject to the requirements of the negotiated contract between the District and the Council.

Article 24 - PROFESSIONAL COMPENSATION

1. Salary Schedule: The basic salaries for certified teachers covered by this Agreement shall be set forth in Appendix A.
2. Placement: The teacher shall be awarded full credit for teaching experience in a public elementary or secondary school outside of the District to a maximum of ten (10) years.

It is the District's prerogative to withhold credit for previous teaching experience if a lapse of two (2) years or more exists in that experience.

Credit experience in related vocational work for teachers in vocationally certified programs or teachers teaching in a non-public elementary or secondary school may be granted at time of hire at the rate of one (1) year for every two (2) year's experience to a maximum of seven (7) steps on the salary schedule, at the discretion of the District. The District may grant additional steps for applicable experience.

No teacher will be placed on Step 0.

3. Movement on the Salary Schedule:
 - a. Vertical Movement: A teacher must complete ninety-five (95) days or more at half time or more assignment to move one (1) vertical step on the Salary Schedule. Teachers in vocationally certified programs may be given an additional vertical step for applicable vocational experience.
 - b. Longevity: A teacher will receive the longevity pay specified on the salary schedule upon completing seventeen (17) years of employment with the District. The number of required years of District employment reduces to sixteen (16) in 2009-2010 and then to fifteen (15) in 2010-2011. Employees hired after August 21, 2008 are not eligible for the BA+45 longevity step. Longevity pay shall be credited to the teacher as of whichever of the following dates is closest to, but after, the teacher's anniversary date: September 15, January 15, or April 15.

For the 2015-2016 school year, active teachers who were on longevity in July 2012, will receive a one-time payment of \$500 to be paid in December 2015. To qualify, the teacher must be PERS-eligible in December 2015.

c. Horizontal Movement: Licensed personnel will be placed in the Bachelor Degree column when they have been awarded a degree from an accredited institution.

Licensed personnel will be placed in the Bachelor's +24 or Bachelor's +45 column when they have completed the requirements.

Licensed personnel will be placed in the Master's column, provided they have been awarded a Master's Degree from an accredited institution, or after they have accumulated sixty (60) additional approved hours past the Bachelor's Degree.

Licensed personnel will be placed on the Master's +24 column when they have accrued sixty-nine (69) hours above a Bachelor's Degree, and hold a Master's Degree from an accredited institution, or after they have accumulated eighty-five (85) additional approved hours past the Bachelor's Degree.

Licensed personnel will be placed on the Master's +45 column when they have accrued ninety (90) hours above a Bachelor's Degree, and hold a Master's Degree from an accredited institution, or after they have accumulated 105 additional approved hours past the Bachelor's Degree.

In order for post-Bachelor Degree hours to be credited, they must be approved in advance by the Superintendent or his/her designated representative. Applications and approval, if granted, will be made in writing. Such approval shall be received prior to registration in the proposed courses, except in rare and extreme cases.

The District may also recognize and award the equivalent of credit for courses and experiences besides graduate level university courses. In order to be recognized by the District and applied to horizontal movement on the salary schedule, the particular course or experience must receive prior approval by the District except in rare and extreme cases. The amount of District credit awarded for a particular course or experience will depend on the time or effort required for the activity as compared to a graduate level university course. The credit the District does award for courses and experiences other than graduate level university courses may not have value outside the District. That is, they may not be transferable to other Districts or apply to any degree programs, etc.

A teacher who completes course work, which qualifies him/her for a change from one training level to another, shall make application for advancement and submit the evidence of satisfactory completion to the District. Approved salary adjustments may be made quarterly (September-January-April). Application and evidence must be received and processed by September 15, January 15, or April 15.

Courses taken prior to the signing of the Agreement will be evaluated individually by the District and credited where deemed appropriate.

d. Payroll: Employees shall be paid in twelve (12) monthly installments on or before the last business day of each month including the summer months. An employee may receive summer month checks on the last business day of June by notifying the District in writing on or before September 10.

Upon written request to the District not later than September 10 of any year, teachers may receive their annual salary in ten (10) equal payments beginning with the September check.

Employees who separate from district service for reasons other than termination shall receive their final paycheck at the next regularly scheduled payday (on or before the last business day of the month).

e. Extra-Duty Assignments: Extra duty assignments shall be considered supplementary to a teacher's basic contract and compensation. The District shall have no obligation to continue such assignments, compensation, or activities beyond the term of the extra duty contract. However, it is understood that all extra duty assignments are voluntary except in the event the District is unable to hire a qualified teacher or volunteer, then the District retains the right to assign extra duty as necessary. A bargaining unit member who wants an extra duty position shall write to his/her principal requesting consideration. Upon having a vacancy in such a position, the bargaining unit member will receive first consideration for the position before it is posted.

Teachers shall be compensated for seasonal extra duty assignments either during the term of the assignment or as part of their regular checks during the entire school year. The Association will survey those members known to be receiving seasonal extra-duty assignments during the current school year as to which of the above payment option those members, as a whole, would prefer. The option selected by a majority of those members responding to the survey will determine the payment method for that school year. The Association shall advise the District prior to the cutoff date for the September payroll as to what option has been selected. All seasonal extra duty assignments shall be compensated in accordance with the option selected.

f. Payroll Advances: The District has an established procedure of issuing paychecks once a month. The District recognizes that occasionally an employee will have a financial emergency that will necessitate a payroll advance. The following guidelines will be followed:

1. An employee wanting a payroll advance needs to put the request in writing.
2. The employee then needs to submit the written request to the District Business Office for approval.

3. To comply with IRS regulations, the amount of the payroll advance will be limited to no more than one-half of the net wages of the current pay period for which the wages are earned and payable.

4. Any payroll advance request made before 1:00 p.m. will be available to be picked up after 1:00 p.m. the next day. Requests submitted after 1:00 p.m. will be treated as a request on the following day.

5. Payroll advances will be limited to one a month, and four (4) during the 2011-2012 contract year and three (3) beginning with the 2012-2013 contract year within a 10 month period. Advances will not be available during July and August.

6. Payroll advances will be honored when presented to the Business Office on the 1st through the 20th day of the month. Payroll advances will be honored from the 21st through the 31st day of the month only if approval is granted by the Business Manager whose decision shall be final.

g. Supplies: Each building administrator shall make available to teachers in writing at the beginning of each year the process for obtaining materials and supplies and the process for obtaining reimbursement for teacher-purchased supplies.

h. Tax Sheltered Annuity: The following form of compensation (Tax Sheltered Annuity contribution) pertains to all current employees.

- \$60/\$30 TSA: All employees with at least 10 years but less than 15 years of District service (or part-time equivalent thereof) as of August 22, 2005, and who are contracted for at least 0.50 FTE, will receive a \$60 monthly matching TSA contribution beginning in January 2006. Those employees in this category who are less than 0.50 FTE shall receive \$30 monthly matching TSA contribution beginning January 2006.

- For those employees in this group who will have fifteen (15) years of service at time of retirement and who otherwise meet the eligibility requirements of the early retirement benefits as outlined in Article 23 prior to July 1, 2011, will have the opportunity to opt out of the TSA benefit and be eligible for the same early retirement benefits as an employee who had fifteen (15) years of district service as of August 22, 2005 and retired on or after July 1, 2011. This election must be made prior to November 15, 2005.

- \$40/\$20 TSA: All employees hired on or before August 22, 2002, but have less than 10 years of District service (or part-time equivalent thereof) as of August 22, 2005, and who are contracted for at least 0.50 FTE, will receive a \$40 monthly matching TSA contribution beginning in January 2006.

Those employees in this category who are less than 0.50 FTE will receive \$20 monthly matching TSA contribution beginning January 2006.

- \$30/\$15 TSA: All employees hired after August 22, 2002, but on or before September 30, 2005, and who are contracted for at least 0.50 FTE will receive a \$30 monthly matching TSA contribution after they have received contract status (but no sooner than January 2006). Those employees in this category who are less than 0.50 FTE will receive \$15 monthly matching TSA contribution.
- \$20/\$10 TSA: All employees hired after September 30, 2005 and who are contracted for at least 0.50 FTE will receive a \$20 monthly matching TSA contribution. Those employees in this category who are less than 0.50 FTE will receive \$10 monthly matching TSA contribution.

4. FACT Program:

FACT Salary Schedule: Effective August 22, 2008, the Nurses' and FACT Schedule will be condensed to a single column based on a 191-day calendar (Utilizing the existing "RN+BA" column) The column will contain twelve steps until there are no employees eligible for steps seven through twelve.

FACT employees compensated on the teacher salary schedule as of August 21, 2008:

- a. If the employee is otherwise eligible to be placed on the teacher salary schedule (other than by virtue of being a FACT employee) then that employee will remain on the teacher salary schedule and be eligible for step increases but will not be eligible for column movement.
- b. If the employee is not otherwise eligible to be placed on the teacher salary schedule, then the employee will be placed on the FACT schedule and be eligible for all twelve steps.
- c. The employee will be placed on the 2008-09 FACT salary schedule closest to the salary they would have earned on the 2008-09 teacher salary schedule.
- d. If the employee would have earned an amount on the 2008-09 teachers salary schedule greater than Step 12 on the FACT schedule, then the employee will receive what they would have earned on the 2008-09 teacher salary schedule but will not be eligible for an increase in salary until Step 12 on the 2008-09 FACT salary schedule exceeds their salary.

FACT employees compensated on the FACT salary schedule as of August 21, 2008 will remain on FACT salary schedule and be eligible for all twelve steps.

FACT employees hired after August 21, 2008 will only be eligible for the first six steps of the FACT salary schedule.

5. Required Employee Retirement Contribution

a. PERS Members:

- Effective with the March 2009 paycheck, The District agrees (as provided under ORS 238.205[b]) to assume the six percent (6%) employee contribution required under ORS 238.200.
- The full amount required employees contributions paid pursuant to section a, above, shall be considered "salary," as defined in ORS 238.005, only for the purpose of computing an employee's "final average salary" as per ORS 238.205(2).

b. OPSRP Members:

- Effective with the March 2009 paycheck, the District agrees (as provided under ORS 238A.335[1] and ORS 238A.335[2][b]) to assume the six percent (6%) employee contribution required under ORS 238A.330.

c. Employer Prohibited from Assuming Employee Contribution:

- In the event that the employer payment of the employee PERS/OPSRP contribution becomes prohibited by law, the salary schedule will be adjusted upward by 5.8%.

Article 25 - PROFESSIONAL DEVELOPMENT

1. The District shall pay full tuition reimbursement for any courses and/or workshops required by the District.
2. The District will include Association representation in reviewing and revising the District's Continuing Professional Development Plan as described by the Teachers Standards and Practices Commission. The Association will appoint a representative from elementary, middle school, high school and specialists. The plan shall be reviewed at the request of either party.
3. Continuing Professional Development: The District plan will provide CPD opportunities at no expense to the employees.
 - a. Bargaining unit members who are on individual plans may also attend activities sponsored by the District at District expense as in (3) above.
 - b. The District plan will have an appeals procedure if a supervisor refuses to confirm completion of the plan. This appeals procedure shall be to the Superintendent or designee for step 1 and to the School Board for step 2. The employee may have representation through this appeals process.
 - c. The plan will be attached to this contract as an appendix.
4. Scoring Center:
 - a. The District will provide \$15,000 annually toward the operation of a scoring center. This assessment center will be for the sole purpose of scoring the performance goals work samples required by the state or the District.
 - b. A stipend of \$1,000 will be issued to an individual hired as a trainer for the scoring center.
 - If an in-district teacher is hired, the appropriate stipend will be issued to be paid in one payment during the pay period the training was conducted. There will be no need for the staff member to submit time sheets.
 - The stipend will cover any prep time along with the actual training time. The District will provide training materials, if needed.
 - c. The scorers will be trained, or show proof of training, when initially selected, and thereafter will receive annual updates to ensure consistency of scoring.
 - d. The scoring center shall be open throughout the school year.
 - e. The job of scorer/lead scorer shall be designated as other compensation (Appendix A-1).
 - f. The scorers and a lead scorer shall be paid as per Appendix A-1.
 - g. The procedures for operating the scoring center will be reviewed annually by the Association President, the Director of Human Resources, and the administrator in charge of the scoring center.

5. Summer Committees: The District will convene committees during the summer for the purpose of writing performance tasks to be used for the purpose of student assessment.

6. Training: Upon request, the district will make available a video and/or a training to help with the management of potentially violent students. This training would not count toward the weekly meeting allowance, but may take place during an early release time.

Upon request, staff members may receive additional training through the District and/or the ESD, at District expense.

Article 26 - MILEAGE

1. Any teacher who, with prior District approval, drives students in his/her own vehicle to activities, which take place away from the school building or for other school related business shall be compensated at the IRS rate per mile.
2. All employees are eligible for the IRS rate mileage reimbursement when they are asked to use their personal vehicle for school business.
3. The District shall adjust the IRS mileage rate up or down when notified of such changes and need not wait for the contract anniversary date. However, the District will also review the IRS rate on the contract anniversary date and make any necessary adjustments.
4. Bargaining unit members shall complete a mileage reimbursement form in a timely manner.

Article 27 - COMMITTEE PAY

1. The District reserves the right to establish, discontinue, and determine the time limitations for any District-established committee. Additional pay will be allowed for teachers appointed by the District to committees, which meet on non-teaching days at the rate of \$28.55 per hour.
2. Compensation for the 2016-17 school year will be increased by the same percentage as applied to the base teacher salary.

Article 28 - OTHER COMPENSATION

1. Extended Contracts: Individuals employed on extended contracts by the District will be paid at a daily rate equal to 1/191th of their base salary. Extended contracts which precede the regular contract year are effective July 1 of each contract year. Members may be issued extended contracts, and, if more additional work days are found to be needed, up to three days may be scheduled, to be taken as trade time. Trade days must be taken during the school year in which they were earned, or the days are forfeited.
 2. Game Duty: When teachers are assigned game duties, they shall be reimbursed \$40.40 per session. See Appendix A-1 to define a session. Game Duty Compensation for the 2016-17 school years will be increased by the same percentage as applied to the base teacher salary.
 3. Saturday School: Saturday School shall be paid at the rate of \$31.56 per session.
 4. Summer Learning Center: Supervision of the West Albany High School Summer Learning Center shall be paid at the rate of \$30.78 per hour.
 5. Driver Training: Behind-the-wheel driver training instruction shall be paid at the rate of \$28.55 per hour.
 6. Student Store: The Student Store Advisor at each high school shall not be assigned to study hall supervision.
 7. Special Education Teachers: Special education teachers and speech pathologists who are responsible for writing IEPs shall be paid a stipend of 4% of step 0/MA per school year pro rated according to their FTE in compensation for the additional time outside the workday during the year required for these positions.
 8. Medicaid Billing:
 - a. All bargaining unit members who are eligible to bill to Medical may be required to bill Medicaid.
 - b. All bargaining unit members who are expected to bill to Medicaid shall receive training from the District during their regular workday.
 - c. Each bargaining unit member assigned to bill to Medicaid shall be paid at his or her hourly rate (1/190 of current salary divided by 8.0) for billing time. This billing time shall be based on the following.
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- 15 minutes per student for each completed documentation of evaluation or assessment.
 - 15 minutes per student for each completed documentation of service delivery.
 - 15 minutes per student for each completed Medical Insurance Information document.
 - 5 minutes per student for each completed documentation of hearing or vision evaluation.
- d. Bargaining unit members shall complete at least a quarterly extra-duty time sheet to receive this payment. These forms and dates shall be provided by the District. The District will provide each bargaining unit member with a copy of their submitted timesheet for their records.
- e. The District will provide each bargaining unit member planning time (30 minutes/eligible student per year) to set-up billing report format.
- f. The District will provide each bargaining unit member planning time (30 minutes/eligible student per year) to set up billing report format.

9. Teaching District-Sponsored Adult Classes: When bargaining unit members are teaching adult District sponsored classes, they shall receive per diem pay if the class is not held during the regular work hours. When bargaining unit members are teaching adult District sponsored classes during the regular workday, they shall receive their regular pay plus committee pay for the hours of teaching that class.

10. Per Diem Pay: An employee shall always receive per diem pay if the additional work involves planning for instruction, delivering instruction, and assessments.

11. Summer School: With the exception of the Extended School Year (ESY) Program, teachers hired for summer school programs will be paid an hourly rate equal to committee pay plus 10%. This agreement is only in force for the duration of the current contract and will be deleted unless successor language is agreed upon.

12. School Programs/Activities: Some school programs outside the regular workday are considered a part of a teacher's job. Building administrators may expect that bargaining unit members will attend 3 such programs/activities per year. The building administrator will notify the employee of the programs/activities at the beginning of the school year or as soon as reasonably possible when schedules change. If additional programs/activities are requested beyond those mentioned above, and the bargaining unit member accepts, then the District will compensate the bargaining unit member with committee pay or trade time. These provisions do not include parent-teacher conferences (see Article 18.2.g).

13. Elementary Music Teachers: Full time elementary music teachers shall provide up to 2 programs per year. Less than full time music teachers .2 - .9 FTE shall provide up to 1 program per year. Any additional programs shall be paid at a per diem rate.

14. Food Science Teachers: It is understood that food science teachers have a greater need than other teachers to occasionally personally procure needed classroom supplies. In recognition of this need, food science teachers may submit for mileage reimbursement for one trip per week (approximately 38 weeks per school year) and up to eight miles in total per trip.

15. New Teacher Welcome Package: All employees hired after the 2005/06 school year will receive a welcome package consisting of the following:

- A check for \$150.00 of gross pay at the day of new teacher orientation.
- A \$100 gift voucher to be used for school supplies for their first year.
- One day of paid release time each semester for the first year in order to prepare lesson plans, observe other teachers or collaborate with a colleague.
- One professional leave day to be used within the first three years of employment to attend a workshop or conference. These conferences must be approved by the principal and should align with the teacher's professional development goals. Registration shall be paid by the District with a maximum district contribution of \$400.
- Be offered the opportunity to attend a financial planning session to be held during District work time. The presenter and food will be provided by the Association.

16. New Teacher Academy: Teachers new to GAPS and with zero or one year of prior licensed teaching experience will attend a training sponsored by the Greater Albany Public School District. At least 8 hours of this training, up to a total of 16 hours, will occur prior to the beginning of the 191 day contract as described in Article 17.1. Up to 16 of the hours may be distributed throughout the school year; however the trainings will be no more than 24 hours total. A schedule of required meetings will be distributed at the initial meeting in August. Compensation for these days will consist of one sick leave day (8 hours) for each day (8 hours) of this training scheduled, with hours docked for any time not attended.

Article 29 - STUDENT TEACHER SUPERVISORS

1. All monies received by the District earmarked for student teacher supervisors shall be distributed to those teachers designated by the university.
2. University Enrollment Privileges: The Oregon University System has established guidelines, for school Districts to follow, in distributing vouchers for reduced staff rates. For each academic quarter of student teacher supervision provided by a cooperating professional, the District earns an enrollment privilege in accordance with university policy.

Credit vouchers will be made available to the supervising teacher upon receipt. The supervising teacher may elect to bank those credits for other certified staff within the District to access. Certified staff may request staff fee credit vouchers by contacting the Human Resources Department. Once credit vouchers have been banked, they will be made available first to those teachers needing to meet the requirements for the Initial II license. All other staff members requesting vouchers will be placed on a waiting list and vouchers distributed on a "first come-first serve" basis in either 3 or 5 credit hour increments. Members may request to stay on the list to receive additional vouchers. All rules for redeeming credit vouchers are established by the university system.

Article 30 - STRIKES AND LOCKOUTS

1. The Council and its members shall not initiate, cause, or participate or join in any strike, work stoppage, slowdown, unlawful picketing or other restriction of work directed against the District or refuse to cross any picket line directed at the District as the result of a labor dispute during the term of this Agreement.
2. The District agrees not to lock out employees during the term of this Agreement.
3. This Article does not apply if lawful negotiations occur during the term of this Agreement based upon the Board or Council's request to enter into collective bargaining under the terms of Article 32 - Funding, or under Article 34.

Article 31 - DISTRICT FUNCTIONS

1. It is recognized that the Board has and will continue to retain the rights and responsibilities to operate and manage the school system and its programs, facilities, properties and activities of its employees, except as limited by this Agreement and applicable state law.
 2. Without limiting the generality of the foregoing (paragraph 1 above), it is expressly recognized that the Board's operational and managerial responsibility includes:
 - a. The right to determine location of the schools and other facilities of the school system.
 - b. The determination of the financial policies of the District, including the general accounting procedures, inventory and supplies, equipment procedures, and public relations.
 - c. The determination of the management, supervisory or administrative organization of each school or facility in the system and the selection of employees for promotion to supervisory, management or administrative positions.
 - d. The maintenance, control, and use of the school system properties and facilities.
 - e. The determination of safety, health, and property protection.
 - f. The right to enforce policies, rules and regulations now in effect and to establish new policies, rules and regulations from time to time not in conflict with this Agreement.
 - g. The direction and arrangement of all the working forces in the system, including the right to hire, suspend, discharge and discipline employees.
 - h. The creation, combination, modification, or elimination of any positions.
 - i. The determination of the size of the working force, the allocation and assignment of work to employees, the determination of policies affecting the selection of employees, and the establishment of quality standards and judgments of employee performance.
 - j. The approval and authorization of the processes, techniques, methods and means of teaching, and the subjects to be taught.
 - k. The right to schedule classes and assign workloads and to approve and authorize textbooks, teaching aids, and materials.
 3. Subcontracting: Nothing in the Agreement shall limit in any way the District's contracting or subcontracting of work or shall require the District to continue in existence any of its present programs in their present form and/or location or on any other basis. The District shall bargain upon demand over
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the contracting or subcontracting of work as defined by the Employment Relations Board in interpreting the public Employee Collective Bargaining Act (ORS 243.650 et. seq.) using the expedited process outlined in Article 34.

4. ELL and LEP Temporary Help: The District may use temporary help in servicing ELL or LEP students, such as tutors, educational assistants or program assistants [special education assistants]. This temporary help is to provide assistance until the student(s) can be placed in the regular model. The temporary assistance shall last no longer than 60 student contact days.
5. Materials and Supplies: The District will give its staff members, in each building, a timely opportunity to give notice of needs for the upcoming budget process.
6. Personal Items: Employees will register personal items brought to classrooms for instructional purposes. This may be done either in writing or via email to the building principal or designee for approval. This list should include an estimate of the replacement value of each item. The principal will confirm registration either by email reply or in writing for those items approved for instructional use. Approval does not mean the district agrees with the estimated value of the items. Items are registered so that a record is kept of personal items at work in case of fire, natural disaster or building failure. This article will cover only items approved for instructional use.

In the case of damage due to fire, building failure or natural disaster, the district will reimburse the employee for 50% of the deductible on approved claims to the employees rental or homeowners insurance, up to a maximum of \$250 (district cost) per claim.

For damage to district property that exceeds the district deductible on casualty loss insurance, the district will agree to include the loss of employee personal property in items reported to the insurance carrier as long as the items have been registered and approved as instructional material as above or it can be shown conclusively that the items were in fact present and damaged or destroyed.

When an employee's personal property is either stolen or vandalized, the District will assist that employee in making contact with the police. The District will also provide that employee with information on how to gain restitution.

Employees with concerns about security of instructional or personal items should report these concerns to their supervisor, including requests for repair of locks or other security measures. Employees will be provided a secure location for locking up personal property while on duty.

Article 32 - FUNDING

1. The parties recognize that revenue needed to fund the compensation provided by this Agreement must be approved by established budget procedures and, in certain circumstances, by vote of the citizens. All such compensation is, therefore, contingent upon sources of revenue and, where applicable, voter budget approval. Because of this, the District cannot and does not guarantee any level of employment, either in quantity or length of service, in the bargaining unit covered by this Agreement.
2. If the District closes its schools because of lack of funds, teachers will be laid off and recalled pursuant to the Layoff and Recall Article agreed to in this contract. The Board shall provide to laid off teachers all insurance benefits provided for in the Agreement for one month after the end of the month in which the closure is affected.
3. No member of the bargaining unit shall be entitled to any other economic benefits provided in this Agreement for any period of time not worked as a result of such closures.

Article 33 - SAVINGS--SEPARABILITY

If any provision of the Agreement is held to be contrary to law, then such provision shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions shall continue in full force and effect. The parties agree to negotiate a replacement provision for the invalid provision.

Article 34 - CHANGES DURING THE TERM OF THE CONTRACT

The intent of this Agreement is to set forth the full and complete Agreement between the parties on those matters pertaining to employment relations.

1. If, during the life of this Agreement, the District incurs a bargaining obligation under PECBA, the provisions of ORS 243.698 shall apply, except as modified below.

a. The Council will be advised in writing of any proposed change in the status quo of mandatory subjects prior to the implementation. Any such proposal shall include sufficient information to allow the Council to assess its impact.

The Council shall have fourteen (14) calendar days from receipt of notice to submit a demand to bargain.

b. If no agreement is reached within forty-five (45) calendar days from the date of the Council's demand to bargain, mediation shall be initiated. If a mediator cannot be timely assigned, the parties agree to fulfill their legal obligation to mediate by a conference call to the State Conciliation Division.

c. If no agreement is reached after fifteen (15) days from the beginning of mediation, impasse may be declared, which shall initiate a thirty (30) day "cooling-off" period. If the District intends to unilaterally implement, at or after the expiration of the "cooling-off" period, a change in the status quo concerning a mandatory item, the District must give the Council ten (10) days notice. Upon ten (10) days' written notice to the District by the Council, the Council shall have the right to strike in case of such a unilateral implementation.

2. The Board and the Council each waive the right to bargain on any matter during the life of this Agreement except where the District desires to change the status quo concerning a mandatory subject of bargaining, when the provisions of section 1 above shall apply.

3. Reopening Requests: If any party wishes to bargain a change in this contract during the life of this agreement, both the Association and the District must mutually agree to bargain the change and the tentative agreement will be reduced to writing and must be ratified by both parties. If either party refuses to bargain, the contract shall not be changed.

At the time of the request to bargain and if both parties have mutually agreed to bargain, the District and Council shall agree to timelines and the process under which they will proceed. These ground rules

shall be in writing and signed by both parties. The timelines shall be the maximum required by law, unless both parties agree to extend the timelines. Mediation shall be included in the process as needed.

Upon request, if either party refuses to open the contract, written reasons for the refusal shall be given.

Article 35 - COMPLIANCE

Any individual contract between the Board and an individual employee hereafter executed shall be subject to the terms and conditions of this Agreement. If an individual contract contains any language contrary to this Agreement, this Agreement, during its duration, shall be controlling.

Article 36 - 21ST CENTURY SITE COUNCILS

1. The workload of the 21st century site councils shall remain within the specified duties in ORS 336.745, although the site councils may apply to the School Board to have additional duties approved. No site council will be required to perform tasks other than what the law provides unless the site council requests such additions.
2. Each site council shall have open nominations and secret ballot elections in which all bargaining unit members are eligible to participate. There shall be staggered terms for bargaining unit positions. Site councils shall determine a recall process for bargaining unit positions. Also, site councils shall determine a selection process and a term of office for a chairperson.
3. Each site council shall keep a record of the council proceedings. At least once per year the school community, which will include staff and may include parents, students, and/or others, shall evaluate the work of the council.
4. If site council meetings are held during the workday, the staff members on the council shall be released from duty without the loss of pay. Pay for meetings outside the regular workday shall be at committee rate for certified staff and at the contract rate for classified staff. The District will provide funds for compensation for site council meetings. This amount shall be \$4,034.84 for 2015-16 for schools with a staff of less than 40 (certified and classified FTE) and \$5,712.80 for 2015-16 for schools with 40 or more staff members. For 2016-17, these amounts shall be adjusted by the same figure as the base salary. This money may be used for release time or direct compensation.
5. The participation or lack of participation in site councils shall not be considered a subject for any evaluation, discipline, or dismissal. Participation in the site council shall be voluntary.

Article 37 - INTEGRATED HEALTH AND SOCIAL SERVICES

The following guidelines will apply in regards to the employment of staff members for the integrated health and social services projects in the District (FACT Team), operating under a grant.

1. Any nurse or social worker will be recognized in the same category as the present school nurse and will operate under the conditions established for the school nurse in the contract between the District and the Association.
2. For purposes of determining salary, any nurse or social worker will be paid on the existing nurse's schedule contained in the contract. The project coordinator will be paid at a rate ten percent (10%) above the nurse and social workers.

The basic salary will actually be determined as the daily rate for the nurse multiplied by the number of workdays.

3. If the annual work schedule will involve 233 duty days over a 12-month period, included in those 233 duty days will be seven (7) paid holidays (Labor Day, Veteran's Day, Thanksgiving, Christmas, New Year's Day, Memorial Day and July 4). The actual scheduling of work times and workdays will need the approval of the supervisor.
4. If the District receives an extension of the grant that supports the integrated health and social services project, this agreement will be reviewed by both the District and the Association with the understanding that some changes may be appropriate.

Article 38 - HEALTH AND SAFETY

1. Employee Assistance: The Human Resources Office and Association will facilitate opportunities for relief and/or change, which may include but are not limited to the following:

- a. An employee assistance program.
- b. A mini-leave program: These leaves shall be for less than one school year and shall follow the prescribed contractual agreements for unpaid leaves.
- c. Job sharing opportunities.
- d. Reduced contract time for a specific amount of time.
- e. Opportunities to visit other sites and classrooms.
- f. Voluntary transfers.
- g. Social events.
- h. Getting into business community internships.
- i. Workshops.
- j. Wellness program.
- k. Teacher exchanges.
- l. Vocational/career counseling.
- m. Summer travel programs.
- n. Community education classes.

2. Safe Working Conditions: The Board agrees that it shall make every effort to maintain safe, sanitary, and healthful working conditions in compliance with state and federal regulations and Board Policy pertaining to such issues. Should an employee feel that a safety problem exists, he/she should report it immediately to his/her immediate supervisor. An inspection will be made as soon as possible. The employee involved shall be advised of the results of the inspection. The Board will continue to provide and maintain safety equipment and stress the importance of safe conditions.

The supervisor will also notify the member of the District Safety Committee at the worksite of the report and the results of the inspection. See Attachment C in this contract regarding procedures to follow when reporting concerns with worksite environment.

3. Medically-Fragile Students: Employees who are required to provide medical services or administer medications to students shall be provided training by a qualified person before they are assigned to perform these services. Copies of applicable statutes, District policy and administrative rules regarding the administration of medication and provision of medical services shall be available during this training.

The District will develop procedures by which employees will be notified of medical conditions affecting students they supervise.

Employees acting within the scope of their duties to provide medical services to students will be defended and indemnified by the District in accordance with the Oregon Tort Claims Act.

Article 39 – EXPANDED CREDIT OPTIONS

1. The District and the Association mutually recognize the benefit in pursuing expanded educational opportunities for all students. Such opportunities enrich the traditional educational program and may reflect the use of technology, participation in educational partnerships, and/or the use of existing resources and District personnel differently in order to meet the emerging needs of students in the 21st century.

- a. Definition and purpose: Oregon's standards-based system provides students opportunities to earn credits in a number of expanded ways. Expanded Credit Options (ECO) are credit options that are not delivered in the traditional classroom setting. Options are developed by the District, the school, or the teachers to provide learning in a manner that expands the learning environment to include, but not limited to, cyber and/or electronic learning, community-based learning, independent study, or proficiency-based credits. Expanded Credit Options meet the needs of students by providing opportunities to earn credits towards graduation.
- b. Expanded Credit Options serve the following purposes:
 - Offer individual or small group flexibility to meet students' needs, interests, and rate and level of learning.
 - Create additional options for students based on Oregon's high standards and broad accountability system.
 - Provide classes that are not offered in the regular curriculum.
 - Provide classes for students that cannot attend regular classes.
 - Measure learning through a portfolio of artifacts that reflect sufficiency and proficiency, rather than the traditional Carnegie unit.

2. The following conditions shall apply when using an Expanded Credit Option (ECO):

- a. Students participating in ECO will report directly to licensed teachers in the bargaining unit.
- b. As a result of the District's utilization of the ECO programs, no current employee will be laid off or reduced in hours or days.
- c. Time will be provided within the teacher workday to work with assigned students.
- d. If the ECO is in addition to a teacher's other regular classes, the enrollment in such a course should be limited to a very few students.
- e. Participation for a bargaining unit member shall be voluntary unless an actual class period is assigned or compensation is provided.
- f. The ECO shall not take place during a bargaining unit member's preparation time without the member's permission.

- g. If an ECO causes a teacher to work beyond the 191 contract days, then an extended contract shall be issued as per Article 28.
 - h. If the assignment of an ECO is in addition to a full workload, and it is not voluntary, then compensation will occur by either releasing the teacher from a portion of his/her assignment or adding additional FTE. If the FTE is increased, the agreement will be reduced to writing, and a copy sent to the Association.
3. If the District wishes to begin offering its own stand-alone Cyber Classes, it will notify the Association in writing and will bargain the issue with the Association.

Article 40 - TERM OF AGREEMENT

1. This Agreement shall be effective as of August 24, 2015. The Agreement shall be binding on both parties, and shall remain in full force and effect through August 18, 2017. This Agreement shall not be extended orally. Should no new Agreement be ratified by August 18, 2017, this Agreement shall remain in full force until a successor agreement is reached or until 30 days after the final offers are published by the Conciliation Service, whichever occurs first.
2. The basic and extra duty salary schedules and District paid insurance premium provisions in this Agreement shall be subject to renegotiations in the event that additional budgeting or financial restraints are placed on the District by constitutional amendment or by legislative action relating thereto prior to the implementation of these economic increases.
3. This Agreement shall not be modified in whole or in part by the parties except by an instrument, in writing, duly executed by both parties.
4. This agreement shall include all Tentative Agreements plus current contract language. The financial settlements shall be retroactive to August 24, 2015.
5. Either party wishing to initiate the negotiation of a successor Agreement shall notify the other party, in writing, not later than January 15, 2017. The parties agree to commence such negotiations no later than February 1, 2017. Failure to give notice prior to January 15 shall not be a bar to negotiations.
6. The duration of this contract shall be for two years.

Appendix A

Greater Albany Public Schools

2015-16 Licensed Salary Schedule

191 days	BA	BA+24	BA+45	MA / BA+60	MA+24 / BA+85	MA+45 / BA+105
Step 0	36,626	37,450	38,274	39,922	41,571	43,218
Step 1	38,274	39,098	39,922	41,570	43,218	44,866
Step 2	39,922	40,746	41,570	43,218	44,866	46,514
Step 3	41,571	42,395	43,219	44,867	46,515	48,163
Step 4	43,218	44,042	44,866	46,514	48,162	49,810
Step 5	44,866	45,690	46,514	48,162	49,810	51,458
Step 6	46,515	47,339	48,163	49,811	51,459	53,107
Step 7	48,163	48,987	49,811	51,459	53,107	54,755
Step 8	49,811	50,635	51,459	53,107	54,755	56,403
Step 9	51,459	52,283	53,107	54,755	56,403	58,051
Step 10	53,108	53,932	54,756	56,404	58,052	59,700
Step 11		55,580	56,404	58,052	59,700	61,348
Step 12			58,052	59,700	61,348	62,996
Step 13				61,348	62,996	64,644
Step 14				62,996	64,644	66,292
Step 15				64,644	66,292	67,940
Longevity			61,348	67,940	69,588	71,236

Increment 824

Increment 1,648

Inc. over 9/01/2014 base 2.25

Longevity: Beginning 2010/11, teachers shall receive the applicable longevity amount upon completing 15 years of employment with the District as per Article 24.

Longevity/BA+45 Staff hired after August 21, 2008 are not eligible for this step.

Appendix A

Greater Albany Public Schools

2016-17 Licensed Salary Schedule

191 days	BA	BA+24	BA+45	MA / BA+60	MA+24 / BA+85	MA+45 / BA+105
Step 0	37,542	38,386	39,231	40,920	42,610	44,298
Step 1	39,231	40,076	40,921	42,610	44,299	45,988
Step 2	40,921	41,766	42,611	44,300	45,989	47,678
Step 3	42,610	43,455	44,300	45,989	47,678	49,367
Step 4	44,298	45,143	45,988	47,677	49,366	51,055
Step 5	45,988	46,833	47,678	49,367	51,056	52,745
Step 6	47,677	48,522	49,367	51,056	52,745	54,434
Step 7	49,367	50,212	51,057	52,746	54,435	56,124
Step 8	51,056	51,901	52,746	54,435	56,124	57,813
Step 9	52,746	53,591	54,436	56,125	57,814	59,503
Step 10	54,435	55,280	56,125	57,814	59,503	61,192
Step 11		56,969	57,814	59,503	61,192	62,881
Step 12			59,503	61,192	62,881	64,570
Step 13				62,881	64,570	66,259
Step 14				64,570	66,259	67,948
Step 15				66,259	67,948	69,637
Longevity			62,881	69,637	71,326	73,015

Increment 845

Increment 1,689

Inc. over 9/01/2015 base 2.5

Longevity: Beginning 2010/11, teachers shall receive the applicable longevity amount upon completing 15 years of employment with the District as per Article 24.

Longevity/BA+45 Staff hired after August 21, 2008 are not eligible for this step.

APPENDIX A-1 – 2015-17 SALARY SCHEDULE & OTHER COMPENSATION

The structure of the Schedule shall be the same as in effect for the 2014-15 school year. There will be a 2.25% increase to the base salary for 2015-16. There will be a 2.5% increase to the base salary for 2016-17. The amount of the increment shall be a fixed dollar amount, which is 4.5% of the base, rounded to the nearest dollar. Half increments will continue between BA and BA+24 and BA+45.

All other compensation including Extra Duty will also be increased the same percentage as the base salary is increased.

Game Duty – Cert/Class	=	\$ 40.40
Game Duty – Non-Staff	=	\$ 29.42
Track Meets	=	\$ 28.05
Committee Pay	=	\$ 28.55
Saturday School	=	\$ 31.56
Driver Training	=	\$ 28.55
WAHS Summer Learning Center	=	\$ 30.78
Mentor Teacher	=	\$ 2,565.98
Induction Coordinator	=	\$ 4,767.42
Athletic Coordinator	=	\$ 8,837.18
Scorer	=	\$ 17.84
Lead Scorer	=	\$ 22.01
Tutors	=	\$ 21.27
Site Councils--more than 40 FTE	=	\$ 5,769.93
Site Councils--less than 40 FTE	=	\$ 4,075.18
Summer School	=	\$ 31.41

The increase applied to the base of the teacher salary schedule shall apply to all compensation amounts in the contract.

It is understood that when the word "session" is used in the contract regarding game duty, the following shall define the term:

1. The duties that staff is hired to perform that defines "game duty" are crowd control, ticket seller, ticket taker, score keeper, time keeper, and any other duties determined by the District. These duties are not positions. One staff person may be performing more than one duty at a time during a session. Although crowd control is described as a duty, all staff, regardless of their assignment, is responsible for student behavior in and around their posts.
2. Score keepers, time keepers, and crowd control arrive 20 minutes before game/match time.
3. Ticket sellers and ticket takers arrive 30 to 45 minutes before game time and ends according to the following schedule.
 - Volleyball: End of 2nd game in varsity match
 - Basketball: End of 3rd quarter of each game
 - Football: End of 3rd quarter of each game
 - Wrestling: Approximately $\frac{3}{4}$ time through the match.

For the ticket (seller/taker) the athletic coordinator or an administrator will excuse this person and take the money.

4. Track meets will be scheduled as one session, with the exception of twilight meets, which will be scheduled as two sessions.
 - All day meets shall be computed at 3.0 hours equaling one session.
 - For all track meets the following shall apply:
 - Finish line: 1 session, finish line judge 2 sessions
 - Field event: 1 session
 - Head timer: 2 sessions
 - Starter: 2 sessions
 - Scorekeeper: if one, 2 sessions, if two 1 session
 - Announcer: 1 session
 5. Lead Scorer: The duties of Lead Scorer will be to score papers and serve as a resource for other scorers. Should a discrepancy in scoring occur, the Lead Scorer shall resolve the final score.
 6. Instructional Technology Coordinator: The duties of the instructional technology coordinator will be to do minor troubleshooting of technology and assist staff with questions regarding the use of technology for instruction. If no qualified certified member is interested, the principal may reallocate the stipend to meet the building needs. Technology meetings that take place beyond the contract day will be at committee pay. Building principals will submit a plan to the District Leadership Team (DLT) by the end of September as to how technology needs will be handled in their buildings.
-

APPENDIX A-2 National CPI-U Calculation

The following is an example of how the National CPI-U would be calculated for an annual wage increase (effective at the beginning of the following contract year). The calculations are determined by averaging the percentages.

Example:

January 2007	2.10
February 2007	2.40
March 2007	2.80
April 2007	2.60
May 2007	2.70
June 2007	2.70
July 2007	2.40
August 2007	2.00
September 2007	2.80
October 2007	3.50
November 2007	4.30
December 2007	4.10
	<hr/>
	34.40/12 = 2.86

APPENDIX B

2015-16 Athletics & Activities / Extra Duty Pay Schedule

<u>Athletics</u>	<u>Activities</u>
I. Head Football Coach Head Basketball Coach Head Wrestling Coach Head Volleyball Coach	I. High School Band Director (including Marching, Stage, and Concert Band)
II. Head Baseball Coach Head Softball Coach Head Track Coach Head Soccer Coach Head Swimming Coach	II. High School Vocal Music Director High School Rally Advisor High School Leadership
III. Head Cross-Country Coach Middle School Athletic Director	III. High School Newspaper Advisor High School Annual Advisor High School Drama Advisor High School Forensics Advisor High School Dance/Drill Team Advisor
IV. Head Golf Coach Head Tennis Coach Assistant Football Coach Assistant Basketball Coach Assistant Wrestling Coach Assistant Baseball Coach Assistant Softball Coach Assistant Track Coach Assistant Volleyball Coach	IV. Middle School Band Director*** Middle School Vocal Music Director *** Assistant Rally Advisor Orchestra Director** Vocal Director**
V. Asst Golf Coach Assistant Soccer Coach Assistant Swimming Coach Assistant Cross-Country Coach Assistant Tennis Coach	V. High School Class Advisors (1 per class) Club Advisors Up to 6 club advisors in HS Up to 3 club advisors in each MS (Comprised of principal/staff - choice based on permanence and time required.) High School Department Chair Instructional Tech Coordinator -1 per school
VI. Middle School Volleyball Coach Middle School Wrestling Coach Middle School Track Coach	High School Pep Band*

* HS Band director will receive additional Level V stipend amount if there is a Pep Band Component.

** These positions are specific to the production of a musical.

***Up to eight (8) hours of time, paid at committee pay rate, will be available to middle school vocal and instrumental music teachers for events that meet the following criteria:

1. The event is not part of the regular class or extra duty assignment for the teacher.
2. The time compensated occurs outside the regular workday and time compensated by other extra duty assignments.
3. The event is hosted and directed by the teacher.

APPENDIX B-1

2015-16 Extra Duty Pay

Athletics	EMP 0-2	EMP 3+
BASKETBALL - HEAD	5,454	6,224
FOOTBALL - HEAD	5,454	6,224
VOLLEYBALL - HEAD	5,454	6,224
WRESTLING - HEAD	5,454	6,224
BASEBALL - HEAD	4,628	5,279
SOCCER - HEAD	4,628	5,279
SOFTBALL - HEAD	4,628	5,279
SWIMMING - HEAD	4,628	5,279
TRACK - HEAD	4,628	5,279
ATHLETIC COORD. - M.S.	3,858	4,403
CROSS COUNTRY - HEAD	3,858	4,403
BASEBALL - ASSISTANT	3,371	3,847
BASKETBALL - ASSISTANT	3,371	3,847
FOOTBALL - ASSISTANT	3,371	3,847
GOLF - HEAD	3,371	3,847
SOFTBALL - ASSISTANT	3,371	3,847
TENNIS - HEAD	3,371	3,847
TRACK - ASSISTANT	3,371	3,847
VOLLEYBALL - ASSISTANT	3,371	3,847
WRESTLING - ASSISTANT	3,371	3,847
CROSS COUNTRY - ASSISTANT	2,391	2,725
GOLF - ASSISTANT	2,391	2,725
SOCCER - ASSISTANT	2,391	2,725
SWIMMING - ASSISTANT	2,391	2,725
TENNIS - ASSISTANT	2,391	2,725
TRACK/VOLLEYBALL/WRESTLING - M.S.	1,699	1,943
Activities		
BAND DIRECTOR - H.S.	3,435	3,920
VOCAL MUSIC DIRECTOR - H.S.	3,005	3,429
RALLY ADVISOR - H.S.	3,005	3,429
LEADERSHIP - H.S.	3,005	3,429
ANNUAL ADVISOR - H.S.	2,572	2,934
DANCE/DRILL TEAM ADVISOR - H.S.	2,572	2,934
DRAMA ADVISOR - H.S.	2,572	2,934
FORENSICS ADVISOR - H.S.	2,572	2,934
NEWSPAPER ADVISOR - H.S.	2,572	2,934
RALLY ADVISOR ASSISTANT - H.S.	1,715	1,955
BAND/VOCAL MUSIC DIRECTOR - M.S.	1,715	1,955
PEP BAND DIRECTOR	729	831
CLASS ADVISOR - H.S.	729	831
DEPARTMENT CHAIR - H.S.	729	831
CLUB ADVISOR	729	831
COMPUTER TECH COORD.	729	831

Notes:

Experience as an assistant will be credited at two (2) years for one in the same sport or activity towards head coaching level.

Any combination of middle school/high school music will result in the larger amount being paid if the assignment is .5 or more at the high school.

APPENDIX B-2

Extended Season for Athletic Coaches

Eligible for this compensation will be coaches of varsity level teams who qualify for OSAA State competition extending past the official OSAA league competition cut-off date. The following will apply:

1. Compensation in all sports will be calculated based on a 12-week league season.
2. Each week beyond the OSAA cut-off date will be compensated at a rate of 1/15th of the coach's base salary for that season.
3. Coaches of teams eliminated from playoffs will have their compensation pro-rated to the number of days of the week including the last date of participation. Each day will represent 20% of a week. For example, a coach whose team is eliminated on a Tuesday will be eligible for 40% of the compensation for that week.
4. Coaches, whose teams are involved in an on-site, consecutive day, state tournament will be compensated until the end of the tournament, regardless of the date of team or individual participant elimination from the tournament.
5. Team sports (volleyball, soccer, basketball, baseball, and softball) will have up to two coaches eligible for compensation. Football will have up to five coaches eligible for compensation.
6. Individual sports (tennis, golf, and cross country) will have one coach eligible for compensation. Track and field, wrestling, and swimming will use a formula to determine how many coaches are eligible for compensation. (Based on the number qualifying for State, 1-3 = one coach, 4-6 = two coaches, and 7+ = three coaches). The district will designate coaches for compensation.

APPENDIX B-3

ATHLETIC COORDINATORS

High school athletic coordinators may have a part-time teaching assignment with their athletic coordinator duties. A meeting will be held not later than September 30 and February 28 for the purposes of discussing the Athletic Coordinator's workload, and the possible accommodations to assist with the workload. Accommodations may include, but are not limited to, providing administrative assistance with the Coordinator's responsibilities. The person may have Association representation.

It is recommended that teaching and coaching responsibilities are limited because of the time required by the athletic coordinator duties. It is also recommended that the non-athletic duties not be assigned for the first or last periods of the school day. The athletic duties of these positions shall be defined in the District position description.

The pay for these positions shall be determined by adding \$8,837.18 for 2015-16 and increased by the base teacher salary increase for 2016-17 to the pay of the staff member's position on the regular salary schedule. In addition, a ten-day extended contract paid at per diem, outside the regular teachers' calendar, is a part of the expectations of this position. These days may be divided into portions of days. These ten days may be used before or after the regular school year as determined by the athletic coordinator and his/her supervisor.

APPENDIX B-4

FIRST AID CERTIFICATION

When the District establishes a requirement for first aid training for athletic coaches and coaches of certain other activities in the School District, the following provisions will apply:

1. The School District shall require all high school and middle school athletic coaches as well as coaches of rally and dance team to hold an approved first aid card before the beginning of their season. The extra-duty contracts will not be issued until the staff member has shown evidence of having the card.
2. The cost of the training and the card will be paid by the District. This will be done through District supported training courses that will be offered at times that are as convenient for the staff as is possible. A schedule of classes will be provided to the staff. When classes are needed and it is possible, the District will offer first aid training on inservice days, but the District cannot guarantee that staff can always take the training on regular duty time. Staff members may have to take the training during an evening or as otherwise arranged on their personal time.
3. Approved cards like Red Cross or Green Cross cards will be accepted by the District when they are current and have been earned through training programs other than that offered by the District. Payment for any training taken on an individual basis will be with prior approval only.
4. As long as it is possible through authorized programs, the District will offer the four hour refresher course for maintaining the card, which has a two-year cycle, as well as the regular eight-hour course, which has a three-year cycle, for certification.
5. Exceptions to the requirement based on unusual circumstances may be made by the District Human Resources Director in consultation with the building principal.

APPENDIX B-5

MENTOR AND TEACHER INDUCTION PROGRAMS

The mentoring program, as described in this Appendix, relates to the legislative program ORS 329.790. This language shall remain in the contract so that it may apply if the legislature (or the District) funds the program again in the future.

1. No teacher will be designated as a mentor teacher unless agreeing to be such.
2. No mentor teacher shall evaluate a teacher for purposes of ORS 342.805 to 342.955.
3. The District agrees not to increase the workload of a teacher as a result of release time used by a mentor teacher.
4. The mentor teacher pay shall be \$2,565.98 for 2015-2016. For 2016-2017, their pay will increase the same percentage as the base increase on the regular salary schedule.
5. A mentor teacher shall be assigned to no more than one (1) beginning teacher.
6. Work performed, not including study and training to develop his/her own skills, by an induction coordinator beyond the workday or work year shall be paid at the contracted committee rate.
7. Expenses for coursework required by the District of coordinators shall be paid by the District. Actual classroom time will not be compensated.
8. The induction coordinators shall be paid \$4767.42 for 2015-2016. For 2016-2017, their pay will increase the same percentage as the base increase on the regular salary schedule.
9. This Article will be in effect only insofar as mentor and teacher induction programs are funded by state and/or local funds. Should funding for these programs be available but at a reduced level, the District and Council will bargain over a reduced level of compensation commensurate with reduced duties of serving as a mentor teacher or teacher induction coordinator. Any mentor program that is not directly sponsored or governed by the District does not apply to this Appendix.

APPENDIX B-6

TOSA GUIDELINES

(Teacher on Special Assignment)

The role of the TOSA:

- Support for teachers in the classrooms. Especially supporting specific classroom subjects such as literacy, special education, technology, etc.
- Provide training and professional development for teachers and staff regarding specific topics such as listed above.
- Monitor and assist with fidelity in implementation of programs.
- Participate in meetings and committees as needed.
- Monitor compliance of program implementation, procedure and documentation.
- Respond to staff requests for assistance in various aspects of their jobs.
- Provide help to new teachers struggling to acclimate to a new profession or assignment.
- Assist teachers with behavior management implementation and application.
- Carry out duties, which cannot be accomplished by a classroom teacher. Some of these are building-wide duties that require the TOSA to work in a wide variety of areas and interact with staff regarding instructional and non-instructional activities.
- Perform duties as assigned by supervisor.

Do's and Don'ts for the TOSA:

- Do work closely with teachers and assist them when asked to help.
- Don't intrude into a teacher's classroom unless you have specific business, were invited, or have made arrangements.
- Do offer constructive advice when asked.
- Don't be critical of teaching skills, styles, or behaviors.
- Do approach compliance or fidelity issues in a constructive and supportive manner.
- Don't undermine staff members with reports to their supervisor.
- Do discuss concerns directly with staff members as soon as possible. If concerns persist, speak confidentially to supervisor.

- Don't assume that people know what your position entails. Be open and explain.
- Do make sure to speak with teachers when visiting their classrooms to let them know the purpose of your visit.
- Don't mistake assistance for supervision or evaluation. Your role is to assist and to monitor. Supervision and evaluation are roles for administrators.
- Do work with your supervisor to explain and clarify your role with staff members.

APPENDIX C

INSURANCE

1. The District shall provide contributions toward the following insurance benefits:
 - a. Full family medical.
 - b. Family dental.
 - c. Family vision.
 - d. Employee: Group life and accidental death and dismemberment.
 - e. Short and Long term disability.

The Association shall retain the right to select the carrier and plans of the insurance benefits, except that the District reserves the right to name one plan that will be made available.

2. The District contribution towards the insurance premiums shall be as follows:

With the September 2015 paycheck (for the October 2015 insurance payment): \$ 1,166.55 per employee of .75 FTE or greater plus insurance dollars pooled. With the September 2016 paycheck (for the October 2016 insurance payment): \$1,213.21 per employee of .75 FTE or greater plus insurance dollars pooled.

3. Pooling Insurance Dollars: If an employee of .75 FTE or greater opts out of insurance coverage for any of the plans and therefore does not use some or all of the District contribution per employee, or if the plan(s) selected by the employee does not equal the total amount of the District contribution for an employee (other than HSA-Compliant Health Plans), then these dollars shall be pooled for distribution.

The amount of pooled dollars shall be equally distributed to all .75 or greater FTE employees who are taking insurance for the purpose of lowering their out of pocket costs. If an employee .75 FTE or greater has no out of pocket costs, they shall not receive any of the pooled dollars.

The formula to determine the amount of money available for the pool shall be as follows: Multiply the cap by the number of employees .75 FTE or greater to determine the total amount of the District's maximum contribution obligation. Then, (after enrollment) subtract the actual premium costs. The difference (under the total cap amount) is what is available for the pool.

The Association may discontinue application of pooling dollars with 90 days notification to the District.

Should an employee of .75 FTE or greater opt out of insurance coverage and receive insurance through the Oregon Insurance Exchange for which they qualify for a subsidy, any penalty paid by the District directly related to this employee will be deducted from the pool.

If an employee of .75 FTE or greater selects an HSA-Compliant Health Plan that does not equal the total amount of the District contribution for an employee then the employee shall have the option of these dollars not being pooled but rather contributed by the District to an HSA established by the employee.

The District will contribute \$25 per month to an HSA (if employee has HSA-Compliant Medical plan.) This benefit will end at the expiration of this contract.

3. Payroll deduction will be allowed for any premium in excess of the capped amount.
4. Insurance Committee: Should the District have the option of selecting a short or long term disability carrier, or Group Life Insurance carrier, the Association and the District will be mutually responsible for selection of the insurance carrier(s) for members of the bargaining unit. The Association shall retain the right to select the carriers and plans for the hospital-medical-surgical, dental and vision coverage, to the extent allowed by state and federal law. The District retains the right to determine one hospital-medical-surgical plan that will be offered to bargaining unit members, to the extent allowed by state and federal law.
5. All changes in dependency coverage in District approved insurance benefits requested by an employee must be made according to carrier rules. Carriers typically allow changes during open enrollment periods and when there are major life changing events.
6. Domestic Partners: Domestic partners will be permitted to enroll in the negotiated insurance plan as permitted by carrier rules.
7. Part-Time: Part-time teachers (.5 to .749 FTE) may receive insurance and other economic benefits on a pro-rata basis according to the number of contracted hours providing the balance of the group unit rate is authorized by the employee as a payroll deduction. If allowed by the carrier, a part-time teacher may:
 1. Elect no insurance.
 2. Elect full family medical and/or vision and/or dental and pay premium, if any.
 3. Elect the entire program and pay the additional premium, if any.
 4. Elect disability and group life.

9. Full time: Full-time teachers (.75 or greater FTE) may, as allowed by the carrier,
 1. Elect no insurance.
 2. Elect the entire program, or
 3. Elect full family medical and/or vision and/or dental and pay the additional premium, if any.

When an individual works for the School District both as a classified and certified employee, the insurance shall be handled in the following manner:

- a. If the majority of time worked is licensed, then the licensed insurance package shall apply. If the majority of time worked is classified, then the classified insurance package shall apply.
- b. If the total time worked for GAPS is full time, then the District shall pick up the cost of the premium based on whichever insurance package is being applied and the terms of the contract.
- c. If the total time worked for GAPS is not full time, then the pro-rata contract provisions shall apply. The applicable contract shall be the one, which contains the insurance package to be used.
- d. If the employee serves an equal amount of time as a classified and licensed employee for GAPS, the employee may select the contractual insurance program, which best suits, his/her needs.

10. HRA District Contribution: Certified employees who are 0.75 FTE or greater and who meet all the requirements established by OEBC to opt out of coverage and who remain covered in an Affordable Care Act compliant employer sponsored group medical plan are eligible for a District contribution into a Standard HRA established for the certified employee. If they are unable to have a Standard HRA, they can instead opt to have the contribution made to a Limited Coverage or Post-Separation HRA, or to the subscribing employees HSA (any district contribution that would exceed IRS HSA limits would revert to the certified insurance pool).

The amount of contribution shall be based on what insurance benefits are opted out of:

1. All certified employees will receive Life, STD, and LTD insurance as per the certified employee agreement regardless of opt out status.
2. If an eligible certified employee opts out of all other insurance then the District shall contribute \$525.
3. If a certified employee opts out of medical and dental, the District contribution will be \$500.
4. If a certified employee opts out of medical and vision, the District contribution will be \$425.
5. If a certified employee opts out of just medical, the District contribution will be \$400.

6. The HRA contribution will be contributed for each month insurance is waived.
7. Remaining certified employee insurance cap dollars after all District-paid insurance and the HRA contribution are deducted will be pooled for distribution. The amount of pooled dollars shall be equally distributed to all .75 FTE or greater certified employees who are taking insurance. If an employee is eligible to receive pooled dollars, but has no out of pocket insurance costs, the difference will not be provided as a cash payout to the employee.

APPENDIX D

NURSES' ADDENDUM

This Addendum applies to employees hired as school nurses in the District.

School Nurses will be paid according to the following schedule. Placement on the schedule will be made by the District after evaluation of an individual's applicable experience. Annual vertical advancement on the schedule will be contingent on the completion of one-half (1/2) year or more satisfactory performance as a school nurse in the District. The nurses' schedule for 2015-2016 and 2016-2017 shall receive on its base the same increase as the teachers' salary schedule. The nurses' increment shall be the same fixed dollar as the teacher's increment.

School nurses employed for ninety-five (95) days at half time (1/2) or more will receive the District Insurance Benefits under the conditions stated in Appendix C of this Agreement. The nurses are excluded from the following Articles: #21 Evaluation of Students, #24 Professional Compensation, #29 Student Teacher Supervisors, Appendix A, A-1, and A-2.

APPENDIX D-1

NURSES' AND F.A.C.T. SALARY SCHEDULE

FACT	2015/16	2016/17
	RN (191)	RN (191)
Step 0	\$34,116	\$34,969
Step 1	\$35,764	\$36,658
Step 2	\$37,412	\$38,347
Step 3	\$39,060	\$40,036
Step 4	\$40,708	\$41,725
Step 5	\$42,356	\$43,414
Step 6	\$44,004	\$45,103
Step 7	\$45,652	\$46,792
Step 8	\$47,300	\$48,481
Step 9	\$48,948	\$50,170
Step 10	\$50,596	\$51,859
Step 11	\$52,244	\$53,548
Step 12	\$53,892	\$55,237

* Only employees hired before August 22, 2008 will be eligible for the last six steps of the salary schedule.

Appendix E

As a result of full-day kindergarten, the language below was removed from the 2015-17 bargaining agreement. In the event the state should return to half-day kindergarten, this language would remain in effect.

Kindergarten Teachers – Report cards and conferences:

a. Report Cards:

- A minimum of one workday shall be scheduled at the end of each grading period for full-time kindergarten teachers to prepare for progress reports. If they choose to attend a half-day in-service meeting on the days designated as “half grading/half in-service,” then they shall receive committee pay or compensatory time with a substitute for that in-service time.
- At the end of the grading period in which the detailed report cards are to be completed, full-time kindergarten teachers shall receive two days, the “grading day” set aside for all teachers plus a second day with a substitute hired to teach the class.
- Full time kindergarten teachers shall end the student school year one-half day earlier than grades 1-12. Teachers of grades 1-12 get one day for grading work and a half-day to close up rooms. Kindergarten teachers shall have a half-day substitute time prior to their last student day for grading. It shall be scheduled with mutual agreement with their supervisor. This, in effect, shall give kindergarten teachers two full grading days and one-half day to close up their room.
- Half-time kindergarten teachers shall have as many grading days as teachers in grades 1-5.

b. Conferences:

- Twice as many days for conferences shall be scheduled for full-time kindergarten teachers through the use of substitutes or if the teacher chooses to not have substitute time, they will be compensated at the substitute rate for the extra time beyond their contracted day.
- Half-time kindergarten teachers shall be provided as many conference days as teachers in grades 1-5 through the use of substitutes or if the teacher chooses to not have substitute time, they will be compensated at the substitute rate for the extra time beyond their contracted day.

Prep language

Full time kindergarten teachers will have a minimum of one (1) hour, between the morning and afternoon sessions, which provides them with a thirty (30) minute duty free lunch and thirty (30) minutes of preparation time. This will provide kindergarten teachers one hundred and fifty (150) minutes of prep time weekly within the student day.

Kindergarten teachers who are getting less than thirty (30) minutes per session of elementary

specialist time per week, during the student day, will have available a total of three (3) days of substitute time per school year for the purpose of preparation time. These days need to be scheduled no more than one (1) day per grading period unless they are pooled together with other teachers or approved by the administrator. Guidelines for the use of the three (3) days of substitute time are listed in Attachment E. The Kindergarten teacher will plan and schedule three (3) days prep time on the back of their goals sheet. During the goals conference time the administrator and teacher will review the plan for the use of three (3) days prep time and will have a discussion on whether they meet the guidelines in Attachment E. (There is no requirement that the goals and prep time are tied to one another.) The time and use of the days can be changed during the year, based upon the needs of the teacher, through a conversation with the administrator.

Attachment A (for reference only)

Greater Albany SD 8J
Administrative Regulation

Code: **BG-AR**
Adopted: 8/11/80
Revised/Readopted: 3/12/01
Orig. Code(s): BP 1721

Board-Staff Communications

It is the desire of the Board that all employees who wish to comment on established policies, practices or procedures of the district have an opportunity to be heard. It is also in the best interest of employees and patrons of the district for the administration and the Board to have an opportunity to address internal issues promptly. While not required, the following procedure is available to resolve staff concerns not covered by existing grievance or other appeal procedures:

Step I

Discuss the concern with his/her immediate supervisor. Such meeting may be informal in nature but a written notation of the date, participants and points discussed may be kept by the supervisor in which event the employee will be furnished with a copy.

Step II

If satisfaction is not received, the employee may ask for a conference with the superintendent or designee. The supervisor may be asked to attend, at the discretion of the superintendent or designee. A written notation of this meeting may be kept by the superintendent in which event the employee will be furnished with a copy.

Step III

If the employee is still not satisfied, he/she may request consideration of the matter by the Board at a regular or executive meeting of the Board.

Attachment B (for reference only)

Greater Albany Public Schools

Staff Development

And

CPD Plan

District's staff development:

A minimum of twenty-five (25) hours per school year for staff development based on School Improvement Plan (SIP) goals and action plans will be provided.

Staff Development Days: 1/2 day equals three and one half (3 ½) clock hours.

Other options within the District plan:

- Site Council membership and attendance
- Building Curriculum Committees
- District Curriculum Committees (i.e. Technology, Instructional Systems Cadre, ...)

A calendar of District offered staff development opportunities will be provided in the fall to certified staff.

Certificates will be provided to participants to verify participation.

Attachment C

Sick Building Syndrome

1. The District will archive in the Business Office any history of investigations into concerns raised regarding worksite environment. The records will be kept by site, with the file containing concerns raised, a record of findings, plans for correction needed as possible, and any actions taken.
2. The procedure for dealing with health and safety concerns will be reviewed annually by administrators with their staffs in August. Concerns should be addressed to building representatives, administrators, and/or GAEA president.

The procedures include:

- a. The Risk Manager shall:
 - Make available Board Policy ER-AR(1) and Administrative Rule (GBE-AR(1)(2) and Article 38 of the GAEA/GAPS collective bargaining agreement.
 - E-mail and hard copy to all employees twice per year on safety compliance procedures.
 - Inservice District administrators annually.
 - Review OSHA compliance list and send out every year.
 - Review accident/incident reports annually with the Physical Plant Director. These shall be available to staff.
 - b. Building principals will ensure that:
 - A list of Safety Committee members is posted each year.
 - Safety Committee responsibilities are included in the staff handbook.
 - Minutes of the Safety Committee are posted.
 - A report is made to staff in the building regarding any concerns raised by the Safety Committee representatives from the building.
3. A form will be developed by the Safety Committee for use by staff in reporting concerns and other input and to be used to convey feedback to the staff about Committee action on that concern.

Attachment D (for reference only)

Sample Letter of Expectation

TO: <Name and Position>

FROM: <Administrator/Supervisor>

DATE: <Date>

SUBJECT: Letter of Expectations

The purpose of this letter is to be clear regarding my expectations for your performance in carrying out the duties of your position. Listed below are the expectations, as outlined in the Teacher Evaluation Performance Indicators adopted by the District, that I see a need to clarify. You are to contact me immediately if you have questions regarding these expectations. You are also to contact me at any time in the future if you are uncertain as to how you are to meet these expectations.

EXPECTATIONS:

These are example statements of the type of clarifying statements that would be made in a Letter of Expectations.

- **Teacher and Student Relations**

- * You are to demonstrate a courteous and helpful attitude toward students when they ask you questions. Students should not be made to feel that they are imposing on you or subjected to personal comments that would discourage them from asking questions.

- **Instruction and Evaluation**

- * You are to maintain adequate records of student progress by entering an average of two grades per week. Grading should be done within a week of when a test is given or a homework assignment is collected. The grade book should be up-to-date and clearly organized so that you would be able to share grade information with parents who call or drop in to see you.

- **Professional Relationships and Development**

- * You will collaborate with your colleagues in order to provide instruction that meets the needs of your students. All teachers are expected to share materials that they have developed with new teachers in

the department or grade level team.

- **Student Management**

* You will establish a classroom environment that has high standards for student behavior by clearly communicating and reinforcing your classroom rules. You will follow your classroom management procedures by contacting parents for assistance rather than sending the student to the office on the first incident or problem.

- **Professional Communication**

* You will use proper grammar and spelling in your communication with students, parents and administrators. It is expected that all communications sent to parents, student or community members would reflect a positive image of the professional staff at our school.

Failure to comply with these expectations may lead to disciplinary action or a plan for improving your performance.

I have read and understand these expectations.

Teacher Name

Date

Copy in Working File

The Letter of Expectations will remain in the working file unless the teacher fails to comply with the expectations, in which case this Letter of Expectations can be attached to written disciplinary action or evaluation/plan of assistance document.

Attachment E (for reference only) – Goal Setting / Elementary Prep Time
As per Article 18 Elementary Prep Time

Name: _____

Number of Prep Days: _____

Options available for teachers as uses for prep days:

1. Pooling with other teachers to hire a substitute on a regular basis.
2. Receive payment for days at sub rate for completing their preparation time outside their contract hours.
3. Hire a substitute teacher while the teacher completes preparation activities. (A teacher may split or combine these activities.)

Suggestions for use of pooled or individual substitute time:

- ▶ Art lessons (individual)
- ▶ Benchmark skill lessons
- ▶ Physical education
- ▶ Artist in residence

Examples of appropriate uses for prep days covered by a substitute:

- ▶ Student assessment
- ▶ Curriculum or lesson preparation
- ▶ Data review
- ▶ Other typical teacher prep activities
- ▶ Peer observation/feedback

Guidelines for use of prep days:

- ▶ Try not to schedule on Fridays or days before holidays.
- ▶ Use no more than one full day after June 1st without approval of your supervisor.
- ▶ Try to use the same substitute, if possible.
- ▶ Schedule your substitute as far in advance as possible.
- ▶ Prep days cannot be taken in larger than half-day increments without approval of your supervisor.
- ▶ If there is a concern about available space, the location of the prep work will be arranged between the principal and the teacher.

My plan for using my prep days this school year is: *(Include name of pooling partner(s) and substitute, if possible)*

I have discussed this plan with my supervisor.

Teacher/Date

Administrator/Date

Attachment F

Pinnacle Guidelines

1. Pinnacle is a dynamic software platform used by teachers, parents and students to record and monitor student progress, assignments and grades. At any time what appears in the Pinnacle Internet Viewer (PIV) is a “snapshot” that is subject to constant change.
2. Pinnacle (and the PIV) is not meant to replace direct communication between parents, teachers and students. Teachers should still communicate any concerns about student progress or behavior to parents in a timely and appropriate manner. Parents should express concerns to teachers in an equally timely and appropriate manner. What follows here are some guidelines for that communication.

a. For Parents:

If you have questions about student assignments, progress or behavior, you are encouraged to first discuss the concerns with your child.

The best strategy might be to discuss the issue with your child and encourage him/her to address questions to the teacher when appropriate, and then follow up by looking at the PIV later.

Parents should check the teacher’s grading and recording policies.

When grading inaccuracies appear in the PIV: Remember that Pinnacle is a constantly changing tool.

If you need further clarification, or if concerns persist, please contact the appropriate teacher.

Teachers are expected to stay as current as possible in grading and recording student work. At a minimum, teachers should be recording assignments on a weekly basis. This is not to say that all assignments need to appear in Pinnacle within one week of collection.

If you have called in to excuse or correct an absence, please be advised that this may take time to appear in the PIV.

If you use automated email notification for grades or attendance, please note that these can be sent quickly. You may want to consider waiting until the end of the day to verify your students’ status.

You should be familiar with GAPS Administrative Regulation KAA-AR(1). In part this regulation states:

1. "Generally it is not reasonable for a student or parent to expect school staff to respond to more than one email message per week, or to lengthy email messages containing multiple requests."
2. "When a topic is too sensitive or requires more than a brief response, school staff is encouraged to respond by suggesting a time when they can talk by telephone or in person with the student or parent."

b. For Teachers:

The PIV is not intended to replace direct communication to a parent when a student's status, progress or behaviors need to be discussed.

Make sure your grading and recording practices and timelines are available and clearly communicated to parents and students. Parents should know what each mark means, when and how often you typically will grade, record, and post work and any other pertinent information.

All teachers are expected to stay as current as possible in grading and recording student work. At a minimum, teachers should be recording assignments on a weekly basis. This is not to say that all assignments need to appear in Pinnacle within one week of collection.

All teachers are expected to record attendance in a timely and accurate manner in accordance with building practices.

All teachers should remember that Pinnacle generates many e-mail notifications regarding grades, assignments, and attendance, including tardiness. Accuracy in recording can prevent misunderstandings with parents and students.

You should be familiar with GAPS Administrative Regulation KAA-AR(1). In part this regulation states:

"Generally it is not reasonable for a student or parent to expect school staff to respond to more than one email message per week, or to lengthy email messages containing multiple requests."

"When a topic is too sensitive or requires more than a brief response, school staff is encouraged to respond by suggesting a time when they can talk by telephone or in person with the student or parent."

c. For Administrators:

Be clear with staff, parents, and students about guidelines and expectations regarding the use of Pinnacle for recording and reporting grades and attendance.

Be clear with staff, parents, and students about appropriate communication regarding student progress, assignments, grades and behaviors.

Be aware (or in possession) of building and individual teacher grading and recording policies and practices.

Monitor inappropriate communication either in volume, frequency, or tenor between parents and teachers. Be available to coach, advise, and intervene when necessary.

You should be familiar with GAPS Administrative Regulation KAA-AR(1). In part this regulation states:

“Generally it is not reasonable for a student or parent to expect school staff to respond to more than one email message per week, or to lengthy email messages containing multiple requests.”

“When a topic is too sensitive or requires more than a brief response, school staff is encouraged to respond by suggesting a time when they can talk by telephone or in person with the student or parent.”

Letter of Understanding

This agreement is being entered into between the Greater Albany Education Association (Association) and the Greater Albany School District (District) regarding the Teacher Incentive Fund (TIF) Grant. The agreement represented here on behalf of the Association indicates agreement with the concept of compensation based, in whole or part, on student performance solely for the purposes of research and as a requirement to participate in a national study.

This agreement is reached subject to the following conditions:

- The licensed employees at the eight (8) designated schools that are part of the TIF project will be fully informed as to what participation entails and will have indicated their willingness to participate.
- Four (4) of the eight (8) schools will be designated as "Control Schools". As such, all licensed employees at those schools will receive the 1% pay differential for being part of the process.
- The remaining four (4) schools will be designated as "Study Schools". Any performance based compensation based on building performance will be awarded according to the specifications of the project design documents AND will be paid to all licensed employees in that building.
- Any performance based compensation based on the new evaluation criteria and process will be awarded according to the specifications of the project design team documents. If a licensed employee in one of the four "Study Schools" is denied the performance based compensation based on evaluation then, he/she will have the right to appeal the decision to the Superintendent within ten (10) school days of being notified of the decision. The member has the right to be represented by the Association for the purposes of the appeal.
- It is understood that a new evaluation document and process will be implemented for these eight (8) buildings during the 2013-14 school year. During this initial implementation no contract status licensed employees will be placed on Programs of Assistance, disciplined, or dismissed based solely on the information from the new evaluation document/process.
- It is also understood that pay differentials will be awarded to buildings, in part, based on building test results (OAKS testing for the 2013-14 school year) as part of researching Value Added Measurement (VAM). As part of this process it is agreed that no licensed employee will be subject to disciplinary measures, up to and including dismissal, based on VAM results. Further, no licensed employee will receive a negative rating on his/her evaluation based on VAM results.
- No District funds will be used to pay the salary differentials for qualifying members. These differentials will come out of the grant fund and will cease if the grant funds are exhausted.

This agreement is for the 2013-14 school year only. Prior to June 1, 2013 representatives from the

Association and the District, as well as District staff on the design team will meet to discuss the results of this project, the implementation of the new evaluation document/process, and propose the next steps, if any, for the 2014-15 school year. Included in this is the understanding that the Association may elect to withdraw from the TIF grant process at the end of the 2013-14 school year.

NOTE: Revised Letter of Understanding signed and dated May 22, 2013.

Letter of Understanding

The following is a Letter of Understanding between the Greater Albany Education Association and the Greater Albany Public School District.

1. The District has a need for additional speech therapists due to a shortage of certified candidates available.
2. The District has tried all available avenues to find replacements but has been unable to do so.
3. In order to relieve the additional workload from the speech therapists, and to obtain the necessary staff, the GAEA agrees that the District subcontract out these positions temporarily.
4. The subcontracting will end upon the availability of qualified bargaining unit member(s).
5. This agreement will remain in effect only for the life of the bargaining agreement (2015-17).
6. This agreement sets no precedents for either the GAEA or the District.

NOTE: Original Letter of Understanding signed and dated June 10, 2005.

Letter of Understanding

The following is a Letter of Understanding between the Greater Albany Public Schools and the Greater Albany Education Association.

The District may enter into a contract with a provider for nursing services with the following conditions:

1. The term of the contract shall not be longer than the term of the 2015-2017 collective bargaining agreement. In June of each year, the Association and the District shall meet to discuss the quality of services rendered by the provider. Association input shall be communicated by the District to the provider.
2. The contract may be renewed unless the contract becomes savings neutral and services neutral. If the contract is savings neutral and services neutral the District will not subcontract for these services but hire their own employee(s) instead.
3. The District agrees that this Letter of Understanding does not set a precedent for the Association for future agreements of this kind.

NOTE: Original Letter of Understanding signed and dated May 19, 2005.

EXECUTION/SIGNATURES

Executed by the undersigned officers by the authority of and on behalf of the Greater Albany Public School District 8J Board of Directors and the Mid-Valley Bargaining Council.

FOR THE COUNCIL

Suzette L. McGroarty
Date 6-20-15

FOR THE BOARD

Ray B. Baker
Date 6-16-15

FOR THE COUNCIL

Karen Brusk
Date 6-22-15

SUPERINTNDENT

Maria Delgado
Date 6/17/15

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