



Human Resources
Greater Albany Public Schools
Susie Orsborn, Executive Director

Ph: (541) 967-4503
Fax: (541) 967-4584

2023-2024 Greater Albany Public Schools
GAPS - GAEA Successor Bargaining Negotiations
10-11-24

GAPS Last, Best, and Final Offer

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GAPS Last, Best, and Final Offer

The below articles comprise GAPS overall Last, Best, Final Offer following the mediation process. Proposals submitted during mediation reflect significant movement on the part of GAPS.

The District's offer includes a 6.5% increase to all certified salaries, in addition to a 7.5% increase at the top step/longevity. GAPS's offer increases the District's spending on certified employee salaries by a compounded minimum 14% increase as well as a 17% increase at the top step/longevity over the 3-year term of the agreement. This amounts to an estimated \$9,191,244 increase over the District's current spending.

In addition to increases in base salary, GAPS's offer includes increases to committee pay, extra duty coaching and activities pay, and employer contributions to health insurance, life insurance, and stipends including but not limited to staff in special education, bilingual staff, and extended season pay for coaches. The total cost increase offered in the certified employee package is \$ 11,643,992.

Of the articles negotiated during this 2023-2024 Successor Bargaining negotiation period, the parties have reached tentative agreements (TA) on the following articles, which are incorporated in GAPS's Last, Best, and Final offer.

Article	Title	TA Date
1	Recognition Status of Agreement	9/10/24
2	Non Discrimination	9/10/24
3	Grievance Procedure	10/8/24
6	Personnel Files	9/10/24
12	Dues and Payroll	6/24/24
20	Assignment and Transfer	10/8/24
21	Evaluation of Students	9/10/24
23	Voluntary Early Retirement	10/8/24
23A	Rehire after Retirement	10/8/24
26	Mileage	9/10/24
Attachment F	Grading Guidelines	10/8/24

Of the negotiated

articles during

this 2023-2024 Successor Bargaining Period, the below articles remain open and the parties have not yet reached tentative agreement on the content.

Article	Title	GAPS Language Last Proposal Date
4	Teacher Evaluations	9-10-24
9	Layoff and Recall	10-8-24
10	Association Rights	9-10-24
11	Association Leave	9-10-24
14	Sick Leave	6-24-24
15	Paid Leave	9-10-24
16	Unpaid Leave	9-10-24
17	Work Year	10-8-24
18	Work Schedules	10-8-24
18A	Preparation/Instructional Planning Time	10-8-24
18B	Special Programs	10-8-24
18C	Class Size	10-8-24
18D	Secondary Prep	10-8-24
19	Supervisory Assignments	10-8-24
22	Student Discipline	10-8-22
24	Professional Compensation	10-8-24
25	Professional Development	10-8-24
27	Committee Pay	9-10-24
28	Other Compensation	8-10-24
28A	New Licensed Staff	8-10-24
36	21st Century Site Council	9-10-24
37	Integrated Health and Social Service	9-10-24
38	Health and Safety	10-8-24
B-4	First Aid Certification	6-18-24
B-6	Teacher on Special Assignment	8-15-24
Appendix C	Insurance	10-8-24
Appendix D	Nurses	10-8-24

GREATER ALBANY PUBLIC SCHOOL DISTRICT OFFER COST ANALYSIS

Article	Title	Additional Cost above Current Contract Language			
		2024-2025	2025-2026	2026-2027	
	Cost in 27	Included in Article 27	Included in Article 27	Included in Article 27	Committee Pay
10	Association Rights				
11	Association Leave	\$1,339	\$1,380	\$1,421	5 X \$267.87 - estimated annual increase of 3%
17	Work Year				3 X Daily Rate X # of New Employee also
18A	Preparation/Instructional Planning Time	\$35,581	\$49,825	\$51,258	Committee Pay for Calendar Committee
20	Assignment and Transfer	\$0	\$532,846	\$548,831	5 teachers X \$102,470 X 2 years
21	Evaluation of Students	\$595	\$673	\$734	5 days at per diem vs committee
22	Student Discipline	Included in Article 27	Included in Article 27	Included in Article 27	Committee pay
		Included in Article 27	Included in Article 27	Included in Article 27	Committee Pay
					Salary Schedule Increases as proposed , Extra time increases as proposed - 2% increases as well as per diem extra time, also increased future PERS rate increases (2026.27 estimated at 3.5 and 4.5 for longevity, this may change according to CPIU language)
24	Professional Compensation	\$3,925,131	\$2,921,198	\$2,344,915	
26	Mileage	\$4,100	\$4,100	\$4,100	Apprx. Cost of increase in mileage costs
27	Committee Pay	\$60,300	\$50,502	\$50,502	increase from \$34.03 to 40 then to 45 to 50
28	Other Compensation				
28A	New Licensed Staff	\$63,108	\$65,633	\$67,930	summer school teachers per diem
38	Health and Safety	Included in Article 17	Included in Article 17	Included in Article 17	\$200 from \$100 per person supply budget
		Included in Article 27	Included in Article 27	Included in Article 27	Committee Pay
Appendix C	Insurance	\$263,700	\$232,800	\$232,800	\$50 \$40 \$40 Opt Out Pay
Appendix D	Nurses	\$49,978	\$42,892	\$35,821	BA BA+45
TOTAL		\$4,403,832	\$3,901,848	\$3,338,313	\$11,643,992

GAPS CERTIFIED OFFER - 10/8/2024

1 Base Salary:

- a. Year 1 (2024-2025) 6.5% Increase, Top Step/Longevity 7.5% Increase
- b. Year 2 (2025-2026): 4.5% Increase, Top Step/Longevity 5.5% Increase
- c. Year 3(2026-2027): 3% Increase, Max of 5% based on Western States CPIU
4% Increase, Max of 6% based on Western States CPIU on Longevity steps

Retroactive payment will be received on the 25th of the month following contract ratification and Board approval prior to the 10th of that month

2 Extra Duty

- a. Year 1 (2024-2025) 2% Increase
- b. Year 2 (2025-2026): 2% Increase
- c. Year 3(2026-2027): 1 % Increase

All extra time/extra duty/exception time sheets pay will be **excluded** from receiving retro active pay increases
Extra duty time worked that is tied to positions will **not** be excluded from retro pay increases - such as special education stipends, bilingual stipends, coaches, etc.

3 Insurance

- a. Year 1 (2024-2025) Current base cap of \$1598.21 will be increased by \$50/month to \$1,648.21
- a. Year 1 (2024-2025) Insurance opt out benefit will increase by \$50/month to \$575/month
Insurance base cap and opt out cap will **not** be awarded retroactively
Insurance cap and opt out cap will be applied to all eligible employees one month after the salary retroactive payment is processed.
- b. Year 2 (2025-2026): \$40/month increase to base cap
- c. Year 3(2026-2027): \$40/month increase to base cap

4 Committee Pay

- a. Year 1 (2024-2025) \$40/hour
- b. Year 2 (2025-2026): \$45/hour
- c. Year 3(2026-2027): \$50/hour

All extra time/extra duty/exception time sheets pay will be **excluded** from receiving retro active pay increases
Per Diem will be paid **ONLY** for required trainings offered outside of the 191 day contract

FOR OUR 2024-2025 OFFER ABOVE

TOP STEP TEACHER SALARY IS ... \$91,266

For A 191 Day Contract is a daily rate of... \$477.83

An hourly rate of \$59.73

FOR OUR 2025-2026 OFFER ABOVE

TOP STEP TEACHER SALARY IS ... \$96,286

For A 191 Day Contract is a daily rate of... \$504.11

An hourly rate of \$63.01

LICENSED 2023-2024

STEP	BA	BA+24	BA+45	BA+ 60 MA	BA+85 MA + 24	BA+105 MA+45
STEP 1	45,617	46,600	47,584	49,548	51,511	53,475
STEP 2	47,583	48,565	49,549	51,512	53,476	55,439
STEP 3	49,547	50,529	51,512	53,476	55,439	57,403
STEP 4	51,510	52,492	53,476	55,439	57,403	59,367
STEP 5	53,475	54,458	55,440	57,404	59,368	61,332
STEP 6	55,439	56,422	57,405	59,369	61,333	63,297
STEP 7	57,403	58,387	59,369	61,333	63,297	65,261
STEP 8	59,368	60,350	61,334	63,298	65,262	67,224
STEP 9	61,333	62,315	63,299	65,263	67,225	69,190
STEP 10	63,296	64,278	65,262	67,224	69,189	71,152
STEP 11	0	66,242	67,224	69,189	71,152	73,116
STEP 12	0	0	69,189	71,152	73,116	75,080
STEP 13	0	0	0	73,116	75,080	77,044
STEP 14	0	0	0	75,080	77,044	79,006
STEP 15	0	0	0	77,044	79,006	80,971
SKIP	0	0	0	0	0	0
LONGEVITY	0	0	73,116	80,971	82,934	84,899

1.065

LICENSED 2024-2025

STEP	Column1	BA	BA+24	BA+45	BA+60 MA	BA + 85 MA + 24	BA + 105 MA + 45
STEP 1		48,582	49,629	50,677	52,769	54,859	56,951
STEP 2		50,676	51,722	52,770	54,860	56,952	59,043
STEP 3		52,768	53,813	54,860	56,952	59,043	61,134
STEP 4		54,858	55,904	56,952	59,043	61,134	63,226
STEP 5		56,951	57,998	59,044	61,135	63,227	65,319
STEP 6		59,043	60,089	61,136	63,228	65,320	67,411
STEP 7		61,134	62,182	63,228	65,320	67,411	69,503
STEP 8		63,227	64,273	65,321	67,412	69,504	71,594
STEP 9		65,320	66,365	67,413	69,505	71,595	73,687
STEP 10		67,410	68,456	69,504	71,594	73,686	75,777
STEP 11		0	70,548	71,594	73,686	75,777	77,869
STEP 12		0	0	73,686	75,777	77,869	79,960
STEP 13		0		0	77,869	79,960	82,052
STEP 14		0	0	0	79,960	82,052	84,141
STEP 15		0	0	0	82,052	84,141	86,234
SKIP		0	0	0	0	0	0
LONGEVITY		69,433	72,664	78,600	87,044	89,154	91,266

COLA EQUALS 6.50%

TOP STEP EQUALS 7.50%

LICENSED 2025-2026

STEP	BA	BA+24	BA+45	BA+60 MA	BA + 85 MA + 24	BA + 105 MA + 45
STEP 1	50,768	51,862	52,957	55,143	57,328	59,514
STEP 2	52,956	54,049	55,144	57,329	59,515	61,699
STEP 3	55,142	56,235	57,329	59,515	61,699	63,885
STEP 4	57,327	58,420	59,515	61,699	63,885	66,071
STEP 5	59,514	60,608	61,701	63,886	66,072	68,258
STEP 6	61,699	62,793	63,887	66,073	68,259	70,445
STEP 7	63,885	64,980	66,073	68,259	70,445	72,631
STEP 8	66,072	67,165	68,260	70,446	72,632	74,815
STEP 9	68,259	69,352	70,447	72,633	74,816	77,003
STEP 10	70,444	71,537	72,632	74,815	77,002	79,187
STEP 11	0	73,722	74,815	77,002	79,187	81,373
STEP 12	0	0	77,002	79,187	81,373	83,558
STEP 13	0	0	0	81,373	83,558	85,744
STEP 14	0	0	0	83,558	85,744	87,928
STEP 15	0	0	0	85,744	87,928	90,115
SKIP	0	0	0	0	0	0
LONGEVITY	73,251	76,661	82,923	91,831	94,058	96,286

COLA EQUALS 4.50
 TOP STEP EQUALS 5.50

And John
9/10/24
9.10.24
CJW

Article 1 - RECOGNITION--STATUS OF AGREEMENT

The Board recognizes the Greater Albany Education Association 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. All TSPC-licensed employees, to include employees with other licenses (speech pathologists, occupational therapists, certified nurses, and licensed pre-school teachers) are included in the bargaining unit. All FACT employees who are not administrative or managerial will also be in the bargaining unit.

Teachers hired to fill a temporary position of more than 75 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 75 contract days.

~~All newly hired licensed employees who have satisfied their three-year probationary period at another Oregon school district will have a shortened probation period from three (3) to one year (1). The District agrees to notify the now-hired employee in writing the length of their probation.~~

The Association 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.

District Counter Proposal 9.10.24

G. Miles

9.10.24

And. Garcia

9-10-24

Article 2 - NON-DISCRIMINATION

The Board and the Association agree that in accordance with state local, Federal Law and Board Policy any employee covered by the Agreement shall not be discriminated against because of, but not limited to an individual's perceived or actual age, race, color, mental or physical disability, religion, sex, gender identity, national or ethnic origin, marital status, sexual orientation, pregnancy, familial status, economic status, veterans status, domicile or membership or non-membership in the Association. Any alleged violation of this Article may be processed through Level II of the grievance procedure.

"Race" and "Sexual" orientation shall be defined as per State and Law.

The Board and Association agree to comply with State and Federal Law prohibiting retaliation and discrimination against any individual who has opposed any discriminatory act or practice.

TA: *Chad M. Gels*
10-8-24

TA *A. Miles*
10-8-24

District Counter Proposal 10-8-24

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. Grievances of the contract will follow the procedures set forth in this article. Board policies may be appealed only to the board and are not subject to arbitration.

Definitions:

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

Grievance: A claim by an employee, group of employees, or the Association 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 Association, who is presenting the alleged grievance. If the Association 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.

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 regular contracted responsibilities.

Hearings shall be considered closed unless the parties agree otherwise. The aggrieved shall have the right to Association 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 statements shall include the facts and contract articles involved, and the remedy requested.
3. The association shall be given notice of any level I grievance(s) filed by the individual(s) copies of grievance letters/responses and notice of grievance meeting(s) being held, and provided the opportunity to send representation. This notice shall also apply to grievances filed directly to level II.

If the aggrieved believe that they have faced harassment, bullying, intimidation, discrimination, and or retaliation from the individual who would normally hear a level I grievance the aggrieved may file a grievance at level II.

SMO

CTEM

Association grievance: with agreement of the association and the superintendent, if a grievance involves two or more aggrieved members at more than one building the association may choose to file directly at Level II.

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 Association submit the grievance to arbitration. The Association may submit the

grievance to arbitration, with a copy to the Superintendent, within ten (10) days after receipt of the request for arbitration.

After the grievance has been escalated to arbitration, the association and/or grievant may request a pre-arbitration settlement meeting with the Superintendent and/or their designee to attempt to reach resolution before the arbitration hearing.

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 Association 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 Association 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 Association. Any other expenses incurred including the cost of witnesses shall be paid by the party incurring the 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 involving plans of assistance: 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 an agreed waiver of arbitration.

A. Miles

9.10.24

Alford

9-10-24

Article 6 - PERSONNEL FILES

1. The official personnel files on each employee will be kept in the District Human Resources Office. A ~~employee~~~~teacher~~ will sign all adverse material added to their/his/her file. Such a signature is intended only to verify that the ~~teacher~~~~employee~~ 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~~Employee 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~~Employee will have the right to challenge the accuracy and/or attach a written response to any material placed in their file ~~by adding relevant material of their choosing.~~
5. ~~Teacher~~Employees 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. ~~Teacher~~Employees 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 their/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 and/or copy their/his/her working file ~~if he/she is moving to another building or the building administrator is leaving his/her position at that building.~~

6/24

6/24/24
And. Garcia

Article 12 - DUES AND PAYROLL DEDUCTIONS

6.24.24

1. Association Dues

Ch. Miller

A. ~~Employees wishing to join the Association may sign authorizations for the deductions of membership dues and file them with the Union 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 (b) below. The employer will deduct dues, fees, and any other assessments or authorized deductions to the Association in accordance with the payroll deduction authorizations signed by members and provided to the Association. The Association shall provide the District with any new employees who have signed such authorizations and the authorized deduction amounts, as well as payment remittance data instructions for reporting dues payments. The District shall rely on the authorization list and the payment remittance data instructions to make the authorized deductions and to remit payment and data to the Association.~~

~~B. For each bargaining unit member who has signed an authorization to have Association dues deducted, the Association shall provide the District a redacted copy of their signed authorization. The copy shall include a signature, printed name, dues authorization statement and date. 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.~~

C. ~~Once the District receives a copy of the signed authorization notice from the Association, the District agrees to deduct an amount equal to the monthly dues for the member of the Association beginning with the paycheck issued in November as described in the signed authorization.~~

D. Such authorizations 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 ~~delivering a signed~~ communication to the UniServ Office ~~and~~ to the District Office between September 1 and September 30 each year.

E. 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.

F. 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 may occur under this Article no later than the first pay period following written notification of such an error. *By September 15, the District shall provide to the OEA Membership Specialist an electronic ~~Excel file database~~ of each employee in the bargaining unit (both active members and non-members) that includes the first date of service, FTE, classification or title, worksite, position on the salary schedule, residential address, and personal phone number (except where prohibited by law). Whenever a new

1 employee is hired into the bargaining unit, the District shall provide the above information
2 within ~~thirty (30)~~ ten (10) days of hire.

3 **2. Other Payroll Deductions:**

4 Upon appropriate written request from the employee, the District shall deduct from the
5 salary of any employee and make appropriate remittance for the following District
6 approved deductions: OEA PAC and OEA Foundation, ~~Savings Bonds~~, United Way,
7 ~~Credit Union~~, Insurance Programs as agreed to in this contract, and other plans or
8 programs jointly agreed to by the employee and the District. Such deductions must be
9 requested by the employee prior to the tenth (10th) of the month in which the deduction is
10 to be effected.

11 **3. Waiver:**

12 The Association and the employee agree to hold the District harmless against any and all
13 claims, suits, orders or judgments, which may be brought against the District as a result
14 of the District's compliance with the provisions of this Article. The Association's obligation
15 does not extend to actions brought against the District by the Association.
16

6/29/24
Albany
Public
School
Foundation
NEA Fund

AMU

TA
And. McKee
10-8-24

TA d.M.ily
10.8.24

District Counter Proposal 10-8-24 1:00pm

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 the 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 to a different building due to a District-initiated transfer for the next school year will be provided one (1) day at per diem pay ~~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. In-Building room moves: A teacher who is directed to move classrooms within a building more than twice in five years will be compensated one (1) day at per diem committee pay.
- c. 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.
- d. The needs of the District.
- e. District-wide seniority of teacher(s) to be transferred.
- f. 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 the minimum qualifications required and may include desired qualifications in excess of such minimums. Prior to initial public postings made before May 30th for the following year professional educators shall have five(5) working days to consider upcoming posted vacancies with the exception of hard to fill positions and positions posted for the current school year.

 

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 limit 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. Teaching Models: If a particular teaching 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.

And Gard
9/10/24
C. Miles
9.10.24

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 their/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 (at least quarterly) with our District Collaborative Steering Committee for the Curriculum, Instruction, and Assessment Department will be held with the Association President or designee who are members of the collaborative steering committee to discuss and resolve identified issues related to grading practices and the electronic grading system.

TA
Andre H. H. H.
10-8-24

TA
A.M. H.
10-8-24

District & GAEA agree to Status Quo 10-8-24

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 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.
- 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.

TA
10-8-24
Cand. Gera
10-9-24

TA A. Mills
10.8.24

District Counter Proposal ~~8-10-24~~ at 1:10pm

23(A) – REHIRE AFTER RETIREMENT

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.

1. 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 15 years of prior service and will be placed on the fifteenth (15th) step of the salary schedule in the column corresponding to their training and education. If an employee has reached longevity, they will be replaced on longevity upon rehire.
- 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 Association.

Retirees as Returning Licensed Staff

The district has the right to hire PERS-retired licensed staff on temporary contracts up to one(1) year. These employees will not be eligible for contract status at any time. A licensed staff member who retires from the District and is then rehired shall be a member of the bargaining unit. Articles 4 (Teacher Evaluations), ~~8 (Employee Rights, 8(1) Discipline and Dismissal)~~ 9 (Layoff and Recall), 16 (Unpaid Leaves), and 20 (Assignment and Transfers) of the bargaining agreement do not apply to retired licensed staff.

There are two categories of post-retirement employment for licensed staff who have retired from the Greater Albany Public School District and are PERS-retired: (1) licensed staff retiring during the school year who wish to complete the year, and (2) licensed staff who return in school years following the year of retirement.

A. For Mid-Year PERS Retired Licensed staff Who Complete the School Year.

1. Licensed staff retiring during the school year who complete the year will continue with the same salary and benefits for the remainder of the year. No PERS payments will be made by the district.

B. For Retirees Hired in Subsequent School Years

1. PERS-retired licensed staff who are hired in any year following the retirement year shall be placed on the same salary schedule step they were at when they retired.
2. Licensed staff hired post-retirement will continue to earn one sick leave day per month. They may request to carry over up to 25 days of sick leave from pre-retirement accrual, with documentation that the sick leave was not used for PERS retirement calculations.
3. It is the licensed staff members responsibility to maintain records and ensure compliance with all PERS regulations. If a licensed staff member exceeds the number of PERS-allowable hours, they will be responsible for any costs or penalties incurred.

C4. Miles

9.10.24

Anna Garner

9-10-24

Article 26 - MILEAGE

1. Any employee ~~teacher~~ who, with prior District approval, drives students in their 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.

District Counter Proposal 6-18-24- Agreed on language strikeouts

TA
And. W. H. H. H.
10-8-24

TA A.M. H.
10.8.24

1 Attachment F ~~(District needs to modify this language to match~~
2 ~~current practice— consider software neutral language 11/2023)~~

3
4 Grading/Pinnacle Guidelines

5
6 1. ~~Pinnacle is a~~ dynamic software platform ~~will be~~ used by teachers, parents, and
7 students to record and monitor student progress, assignments, and grades. At any time,
8 what appears in the electronic grade book/Pinnacle Internet Viewer (PIV) is a “snapshot”
9 that is subject to constant change.

10
11 2. Expectations for how to report assignment of grades. employees should refer to board
12 policy IKA-AR to learn the expectation for grade reporting by level.

13
14 ~~3. Pinnacle (and the PIV)~~ The gradebook is not meant to replace direct communication
15 between parents, teachers, and students. Teachers should still communicate any
16 concerns about student progress or behavior to parents in a timely and appropriate
17 manner. Parents should express concerns to teachers in an equally timely and
18 appropriate manner. What follows here are some guidelines for that communication.

19
20 a. **For Parents:**

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

23
24 The best strategy might be to discuss the issue with your child and encourage ^{them} ~~him/her~~ to
25 address questions to the teacher when appropriate, and then follow up by looking at the
26 gradebook/PIV later. *AKM*

27
28 Parents should check the teacher’s grading and recording policies.

29
30 When grading inaccuracies appear in the gradebook/PIV: Remember that the
31 gradebook/Pinnacle is a constantly changing ~~tool~~ ^{tool}. *AKM*
32 ~~tool~~.

33
34 If you need further clarification, or if concerns persist, please contact the appropriate
35 teacher.

36
37 Teachers are expected to stay as current as possible in grading and recording student
38 work. At a minimum, teachers should be recording assignments on a weekly basis. This
39 is not to say that all assignments need to appear in the gradebook/Pinnacle within one
40 week of collection.

41
42 If you have called in to excuse or correct an absence, please be advised that this may

1 states:

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

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

8

9 c. For Administrators:

10 Be clear with staff, parents, and students about guidelines and expectations regarding the
11 use of

12 ~~gradebook~~ ~~Practices~~ for recording and reporting grades and attendance.

13

14 Be clear with staff, parents, and students about appropriate communication regarding
15 student

16 progress, assignments, grades and behaviors.

17

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

20

21 Monitor inappropriate communication either in volume, frequency, or tenor between
22 parents and

23 teachers. Be available to coach, advise, and intervene when necessary.

24

25 You should be familiar with GAPS Administrative Regulation ~~KAA-AR (4)~~ ~~KKA-AR (6)~~ (7).

26 In part this regulation

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

30

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

34

Article 4 - TEACHER EVALUATIONS

Temporary teachers may be excluded from this Article at the discretion of the District. Temporary teachers may request observations with feedback outside of the conditions of this article. For this article, "formal" observation means an observation by a licensed administrator lasting a minimum of 20 minutes and followed by feedback to the teacher in a timely manner. The evaluation procedures shall be in compliance with state statute, ORS 342.850.

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.

1. Contract teachers shall be evaluated at least once biennially, with multiple observations or data collection. No employee shall have more than eight (8) formal observations a year unless they have been moved to a Plan of Assistance or Directed Goals.

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 expected that probationary teachers will have one formal observation during September and a second by November 15 of each year.

An evaluator's rating of a professional educator in an element or component of classroom instruction shall be based on direct evidence supporting the rating and the evaluator shall include the evidence in the written evaluation observation feedback.

3. 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 three formal observations must be conducted prior to the recommendation.

4. 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 documents, ~~handbook incorporated here by reference. (What is the attachment)~~

5. 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.

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

7. 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

14. 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-per-diem rate for time spent, as authorized by the building administrator.

15. 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.~~

16. 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.

17. Video:

Any video recording for purposes of evaluation may be used with prior notification of the bargaining unit member. While the video may be of any length, the administrator will be present for at least 20 minutes while recording. The video will only be available to the administrator and the teacher (unless permission for other use is given by the teacher) and will be stored securely. The teacher may request and be given access to recording equipment prior to the use in evaluation.

~~18. GAPS is prohibited from evaluating a bargaining unit member for a content area in which they are not licensed.~~

District Counter Proposal 10.8.24

~~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 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 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.~~

~~Prior to finalizing who will be retained and who may be laid off, the District will ensure compliance with House Bill 2001 (2021) If the District is required by law to retain a less senior licensed employee because of their "cultural or linguistic expertise," the more senior licensed employee is subject to layoff.~~

~~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 9 - LAYOFF AND RECALL

1. Seniority shall be defined as the licensed staff member's total length of continuous service in the District as a licensed staff member. Seniority will be computed and accrue from the licensed staff member's first day of actual service in a bargaining unit position, and shall continue to accrue during approved leaves of absence. In case two or more licensed staff members have the same date of employment with this District, the tie will be resolved by drawing lots.

2. Whenever the Board determines that a layoff is necessary, it will notify the Association. Written notice will be given to the affected licensed staff of their layoff as soon as practicable but no more than 30 days from the decision.

3. In the event the Board, in its discretion, determines that a layoff is necessary, then it will determine the licensed staff to be retained by means of the following criteria:

a. A determination of whether the licensed staff to be retained hold the proper license to fill the remaining position(s).

b. A determination of the seniority of the licensed staff to be retained; and

c. A determination of the competence or merit of a licensed staff member being retained if the Board desires to lay off another licensed staff member with greater seniority.

d. The District will adhere to ORS 342.934 as it pertains to cultural and linguistic expertise.

4. The Board shall retain the most senior licensed staff member in each case unless it chooses a less senior licensed staff member through the following process.

a. In the event that the District wishes to retain a less senior licensed staff member over a more senior licensed staff member when both have licensure to fill an available position, the District will do so only on the basis of demonstrated greater competence or merit in accordance with the procedures below and the criteria in ORS 342.934.

b. The parties agree that a merit determination will not be used to lay off a contract licensed staff member over a probationary licensed staff member. The burden of proving competence or merit shall be on the District and the proof will require a preponderance of evidence. Disputes regarding competence or merit for purposes of layoff and recall will be resolved by arbitration carried out under the provisions of ORS 342.934.

5. Nothing in Section 3.c.. above shall be construed to limit the operation of Section 1.c. above, that is, the requirement that a retained licensed staff member be licensed to fill the remaining position.

6. Nothing in this Article shall be construed so as to interfere with the Board's right to dismiss or non extend a contract licensed staff member pursuant to the provisions of the accountability for schools for the 21st Century Law or to dismiss or non renew a probationary licensed staff member pursuant to ORS 342.835.

7. In conducting a layoff under this Article, the District will first determine the program(s) or area(s) scheduled for reduction or elimination.

a. After such determination, the District will make every reasonable effort to transfer licensed staff in such program(s) or area(s) to other positions for which they are qualified and properly licensed.

b. The District will make every reasonable effort to combine positions in a manner which allows licensed staff to remain qualified so long as the combined positions meet the curricular needs of the District and the competence considerations specified in subsection 3.c. of this Article.

c. Layoffs will be based upon the criteria set forth in Section 3. above.

8. For the purpose of this Article, the term "competence" shall mean the ability to teach a subject or grade level based upon recent teaching experience related to that subject or grade level within the last five years or educational attainments, or both, but not based solely upon being licensed to teach.

9. For the purposes of this Article, the term "merit" shall mean the measurement of one licensed staff member's ability and effectiveness against the ability and effectiveness of another licensed staff member, as determined by the District through its evaluation and/or discipline processes.

10. Recall – If within 27 months from the first date of layoff, a vacancy occurs within the District for which a laid off licensed staff member is qualified as per Section 3. below, the recall procedure outlined below will be followed.

a. The District shall receive the licensed staff member's address for recall notification. In the event of a recall, the District shall notify the licensed staff member who has expressed a desire to return to the District of the recall by certified mail, return receipt, sent to the last address given by the licensed staff member to the District office. The licensed staff member will have 15 calendar days from the receipt of such notice or 30 calendar days from the date of mailing of such notice, whichever is the earlier date, to notify the District of intent to return. The licensed staff member must thereafter report on the starting date specified by the District providing that this will not be less than 14 days from the date the notice of recall was received, or lose all recall rights.

b. All benefits to which a licensed staff member was entitled at the time of layoff, including unused accumulated sick leave, will be restored to the licensed staff member

upon the licensed staff member's return to active employment, and the licensed staff member will be placed on the proper step of the salary schedule. A licensed staff member will not receive increment credit for the time spent on layoff unless the licensed staff member was employed by an accredited school District as a licensed staff member for a period of time equal to a majority of the District's work year nor will such time count toward the fulfillment of time requirements for acquiring contract status. Licensed staff member benefits do not accrue during the time of layoff.

c. Licensed staff covered by this Article will have the option to continue insurance programs at their own expense subject to the approval of the insurance carrier.

11. In determining which licensed staff to recall, the Board will utilize the criteria set forth in Section 3. above. Any licensed staff member who does not accept a recall will lose all further recall rights and will be deemed to have resigned from District employment. Any licensed staff not recalled pursuant to this Article within 27 months of layoff will be deemed to have resigned from District employment.

12. Any "appeal" from the Board's decision on layoff or recall pursuant to this Article shall be as provided by ORS 342.934. The decision of the arbitrator will be final and binding on all interested parties as long as the arbitrator's decision is within their jurisdiction. The arbitrator's jurisdiction is further restricted as follows: The arbitrator is authorized to reverse the layoff or recall decision made by the District only if the District:

- a. Exceeded its jurisdiction;
- b. Failed to follow the procedure applicable to the matter before it;
- c. Made a finding or order not supported by substantial evidence in the whole record; or
- d. Improperly construed the applicable law.

Article 10 – ASSOCIATION RIGHTS

1. **Information:** The Board agrees to make available to the 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 Association and at a cost to the Association not to exceed the actual expenses incurred by the District in providing the information.

a. If it is necessary for the District to compile requested information, the 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.

b. The district will comply with the Public Employee Collective Bargaining Act (PECBA) regarding any requests for information.

2. **Association Business:** 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 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 any additional District staff time that may be required.

4. **School Equipment:** District teachers shall have the opportunity to use 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 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 Association for posting notice of meetings and other informational material regarding Association business. The Association will provide the desired bulletin boards and maintain them in good condition. 16

and their Association President to serve as representatives at the meetings. The district administration will choose (9) professional educators to create representation in different areas such as SPED, ELD, TOSA, additional high school, middle school, and elementary school staff. Administration and teacher representation on the committee shall be balanced. For the 2024-2025 school year, we will honor the current members and add employees in collaboration with the Association to fill any staff who have vacated their positions.

The purpose of the Collaborative Steering committee shall be to:

- Integrate and implement District learning systems, professional development, knowledge management processes, and district-wide initiatives
- Plan and evaluate District training systems, use of time, and effectiveness of programs
- Provide input on allocation of Federal and State grants to meet the goals and outcomes of the District's Strategic Plan and building level continuous improvement activities
- Conduct District-wide surveys of classified and certified staff and use the information to help make decisions.

While the District maintains authority over educational programming, items planned as major district-wide initiatives and their impact on workload shall be discussed in these meetings prior to implementation.

Article 11 - ASSOCIATION LEAVE

~~Twenty-Five (25)~~ Thirty (30) 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)~~ Thirty (30) days leave, in totality for all Association Representatives, shall be granted with pay and with the Association paying only the total cost of the necessary substitutes. ~~During years in which successor bargaining occurs, 15 additional days of release time, to be used between March 1 and June 30, will be given for the association bargaining team members.~~
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 full 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 ensure 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 if the President is working part time for the association and the district..
- 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.

11. The Association has the right to meet with new hires for a minimum of 30 minutes within 30 days of hire, with no loss of pay or benefits, which the Employer will allow to occur as part of any employer scheduled orientation if requested.

12. Association may meet with members during lunch or duty free time.

13. The Association may schedule and hold worksite meetings before or after regular work hour without employer interference and will follow procedures for room or facility usage.

14. The Association has the right to use the employer email system to communicate with members on bargaining, contract maintenance, employment relations, and Association business and not to campaign for or against candidates in any election.

15. The Association has the right to use GAPS owned equipment, such as district used Chromebook or laptops and will repay for damage or loss.

Article 14 - SICK LEAVE

1. Sick Leave:

Bargaining unit members may use accrued sick leave to attend to an employee's mental or physical illness/event, injury or health condition, need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition or need for preventative care attend to the illness or medical appointment of a family member as defined by Oregon statutes (ORS 653.601/653.616). -Employees absent from duty because of personal illness, ~~mental health, appointments, or~~ injury or illness/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~~ an uncle, aunt, grandparent or grandchild, as defined by OFLA/FMLA, of the District employee or his/her spouse/partner. If a more expansive definition of "immediate family" exists in current Oregon Family Medical Leave Act (OFLA) or the Federal Family Medical Leave Act (FMLA) then that definition shall be applicable to these terms.

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. Bargaining unit members are allowed to take sick leave in hourly increments ~~only in situations where a substitute is not required~~. when mutually agreed upon with their supervisor.

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.

Bargaining unit members are allowed to apply accrued sick time to make up the difference between the employee's regular daily rate and the daily benefits received under either Oregon Workers' Compensation Plan or Paid Leave Oregon.

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 Association 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.

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, or injury, of 3 or more consecutive days, or when there is a question of fitness for duty, 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-member~~ each year. However, if an ~~employee-member~~ should resign, go on unpaid leave, or complete a term of employment prior to the end of the school year, ~~he/she-they~~ 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-member~~ 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.

District Counter Proposal 6-24-24

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 191 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.

For teachers assigned 0.80 FTE employment as of August 31st each year, beginning with the 2019/20 contract year, shall be allocated an additional 0.80 hours of Personal Leave to bring the teacher to a total of 20.0 Personal Leave hours.

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.

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 regimen 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)

- Donations to the Sick Leave Bank can be made annually by employees who notify the Association that they are willing to donate up to two (2) sick days per school year. These days will go into a permanent pool. The sick leave bank may receive and expend up to 500 hours of donation in a school year. Unused days will be carried over into the following school year, with any additional time added not to exceed the 500 hour cap. If the pool drops below 100 hours, the Association may request an increase of an additional 300 hours with the Superintendent.
- 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. If a more expansive definition of "immediate family" exists in current Oregon Family Medical Leave Act (OFLA) or the Federal Family Medical Leave Act (FMLA) then that definition shall be applicable to these terms.
- Examples of illnesses which generally do not qualify as "serious health conditions" are the common cold, earaches, 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 parental leave 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. Conditions – a: Staff will state in writing their intent to return by March 1. If the district does not receive confirmation of staff intentions by this date, the district may treat the matter as a resignation. To assist staff in meeting this obligation the district will send a notification to the staff by February 1 to the last known address.

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 March 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, by March 1, to the Human Resource Director and shall be considered individually by the District.

12. Short Term Leave:

The employee should use personal and other paid leave with consideration of their needs for the year. In the case of unexpected circumstances, the District may grant short-term unpaid leave day(s), assuming all other appropriate leave has been exhausted, with the approval of the Human Resources Director. Teachers will make written applications for this type of leave, sharing the dates, purpose, and need for the leave. These days are not for recreational purposes or to expand holidays or vacations. These leaves should be limited to functions over which the staff member has no control. Examples of these leaves may include funerals, or serious illness or injury that are not covered by federal or state leave laws; legal proceedings and graduations or family reunions involving the employee or his/her immediate family (again, circumstances where the employee has no control over the scheduling). Accompanying a spouse on a work related trip will not be considered a qualifying event.

District Article 17 - WORK YEAR

1. Contract Work Year

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)~~ one hundred ninety-five (195) 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 / Emergency Closure

~~Teachers~~ Employees are not to report for work on days when school is closed due to inclement weather, District-wide emergencies, or other catastrophic events. ~~Teacher's~~ Employee 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. Any ~~pre-arranged leaves (including but not limited to sick leave, family leave, bereavement, or personal leave) will not be deducted from leave balances~~ on days that schools are closed due to inclement weather or emergency-related closures. 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 or emergencies ~~teachers~~ employees shall report to work before students arrive and as close as possible to their normal report time as consistent with safety to do so. 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 Calendar Committee~~

The District calendar committee will be charged with setting the calendar for licensed and classified staff. The calendar committee will get input from staff, parents, and the community. The calendar will include Conferences, Grading Days, Holidays, Non-contract Days, Workdays, Early Release Days and Staff Development days. The District calendar committee will recommend its calendar recommendation to the Board for approval.

Staff Development, Professional Learning Communities and Summer professional development will move to Article 25

The district calendar committee may include as 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. Professional Learning Communities (PLC) time will not be counted in the 30 hours of staff development.

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 district and schools related to the content areas of emphasis for that year or other school improvement goals.

4. Professional Learning Communities

PLC time will not be counted in the 30 hours of staff development in section 3 of Article 17.

PLC time: Purpose and Practice

The district will provide professional learning communities (one early release per week) for teachers to collaborate on school improvement plans and district priorities.

- One PLC per month for staff to come together for **admin/teacher collectively led** learning (i.e. synergy, high leverage instructional practices, etc.).
- All remaining PLC meetings will be teacher led time.
- PLC teams will work with their building leadership to report on team progress related to team goals supporting school improvement plans.
- PLC's may be grouped in grade level, subject matter, or multi-grade groups focused on the four questions:
 - What knowledge and skills should every student acquire as a result of this unit of instruction?
 - How will we know when each student has acquired the essential knowledge and skills?
 - How will we respond when some students do not learn?
 - How will we extend and enrich the learning for students who are already proficient?

5. 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, except for TOSA's at the building or district level. These employees will be notified of this exception at the time of hire or acceptance of the position for another year. If required, attendance at such professional development will be paid at per diem committee pay rate. If the session was half day or less (0 to 4 hours), the pay will be 4.0 hrs. x per diem committee pay rate. If the session was a full day (more than 4.0, up to 8 hours), the pay will be 8.0 hrs. X per diem committee pay rate.~~

~~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. Beginning of Year

~~Teachers~~ Employees appointed by the Association will be involved in planning the beginning of the year schedule for District-wide staff development activities and meetings involving ~~employee 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~~ employees 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~~ employee 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~~ employees 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~~ employees to close their classrooms for the year. The last contract day of each school year shall not fall on a Monday.

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 work days each year for the purpose of closing down the library.

6. Work from Home

~~On preparation or the (5) elementary preparation day(s) (8 hours) or grading day(s) full (8 hours) and half (4 hours) and during teacher directed times on work day and collaborations day~~ the employees may presumptively work in the building ~~for eight hours per day or eight (8) hours~~ work remotely provided that:

- a. They have the required materials and technology to complete their assigned/required tasks.
- b. Their permission to "work from home or remotely" has not been previously revoked.
- c. They are able to complete all required duties/tasks.
- d. They remain accessible and available during the workday per the expectations of any other employee during a preparation grading day.
- e. The employee will notify the administration with advance notice if they are working outside of the school's building hours or remotely. The principal or designee will not unreasonably withhold permission to "work from home/remotely", denying such permission only if conflicting obligations direct otherwise.

f. Permission to work from home/remotely" may be presumptively revoked if the employee has been unsuccessful completing tasks when they previously worked from an alternate location or misuse of this privilege.

7. Dual Immersion Teachers Employees

If a teacher employee in a dual immersion program is required to conduct parent teacher conferences beyond the regularly provided time, the teacher employee 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-comp time for the extra time beyond their contracted day.

District Counter Proposal 10-8-24

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, potential impact on workload, and how to address changes in the workload for staff.

2. Work Day

A. Teachers shall have a thirty (30) minute duty-free lunch included in the regular eight (8) hour workday (travel time will not be included).

~~beginning in the 2009-2010 school year.~~

B. If time is not built into the schedule for employees to have a bathroom break during the morning and afternoon in which an employee does not have designated prep time the district will provide coverage for a bathroom break.

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

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

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

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

G. 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.

H. 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.

I. On days in which an evening mandatory event is scheduled, employees may depart the building as soon as the student supervision is no longer necessary.

3. 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 licensed employees ~~teacher-staff~~) the regularly scheduled workday, a maximum of twice per month, excluding IEP meetings. Time spent in required meetings beyond the regular workday may be flexed in cooperation with the building principal.

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

C. 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 employee ~~teacher~~ workday.

4. I.E.P. Meetings

A. By October 1 of each school year, employees ~~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 with an I.E.P. so that they are evenly distributed throughout the school year.

B. Licensed Employees ~~Regular education teachers~~ who are required to attend an I.E.P. meeting during the employee's ~~teacher's~~ preparation time during the student day shall be compensated with comp time. At the end of the semester, teachers may request to be paid for this time at their per diem rate up to two (2) days total. Additional Time will be paid at the sub rate per class period or employees may use trade time. ~~according to the formulas described in Article 18.A.5.~~

Article 18(A) - PREPARATION/ INSTRUCTIONAL PLANNING TIME

1. 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/instructional planning and conference time.

2. Preparation/Instructional Planning Time:

(1) Secondary Schools (Middle and High Schools - Grades 6th-12th including 4th and 5th Grades at Timber Ridge):

Starting with the 25-26 school year

Uninterrupted prep/instructional planning time for classroom licensed employees shall be equivalent to one class period per day at the secondary level. When there is an advisory period, late start or early dismissal, ½ school day or an assembly, etc. prep/instructional planning time will be equivalent to one class period during that day. The association will be notified of any proposed mutually agreed changes. When less than a full week is worked due to scheduled or non-scheduled school closure, vacations, holiday period, or for other reasons, the daily uninterrupted prep/instructional planning time shall be the same as a normal weekly schedule for the particular day worked. Uninterrupted prep/instructional planning time for personnel other than classroom licensed employees shall be consistent with past practice. For the purposes of this section "uninterrupted" shall mean that the District will not schedule any required activity during the licensed employees prep/instructional planning time, except for unusual circumstances, such as the only time a parent could meet or an emergency.

~~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.~~

~~(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.~~

(2) Elementary Schools (Grades PreK - 5 excluding 4th and 5th grades at Timber Ridge):

Each full-time classroom licensed employee teacher will be assigned a minimum of three hundred ninety (390) minutes of preparation/instructional planning time per regular five (5) day student week. This will include:

- A. One hundred fifty (150) preparation/instructional planning 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/instructional planning time for that day may still be scheduled within the 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/instructional planning time is scheduled during those hours. If an early dismissal is scheduled for one day at 1:23 pm., the preparation/instructional planning 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 licensed employees ~~teachers~~ shall have at least 240 minutes per week of preparation/instructional planning time during the workday outside of the student day. Sixty (60) minutes of the 240 minutes can be used to have employees ~~teachers~~ attend IEP meetings. In scheduling these minutes outside of the student day, a minimum of twenty (20) continuous minutes will constitute a preparation/planning time period.
- D. In addition to (A-C) above, elementary licensed employees ~~classroom teachers~~ in grades PreK-5 will have available a total of five (5) days of substitute time per school year for the purpose of preparation/instructional planning time. Guidelines for the use of the five (5) days of substitute time are listed in Attachment E. The

elementary licensed employee ~~teacher~~ will plan and schedule five (5) days of prep/instructional planning time on the back of their goals sheet. During the goals conference time the administrator and employee ~~teacher~~ will review the plan for the use of the five (5) days prep/instructional planning time and will have a discussion on whether they meet the guidelines in Attachment E. (There is no requirement that the goals and prep/instructional planning 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 employee ~~teacher~~, through a conversation with the administrator.

- E. **Elementary Specialists:** For the purpose of this article these employees are defined as those licensed employees ~~teachers~~ (e.g. PE, music, etc.) whose instructional assignment provides preparation/instructional planning time for classroom employee ~~teachers~~. In addition to (2C) above, elementary specialists shall be assigned a minimum of forty-five (45) minutes of daily preparation/instructional planning 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. Prep/instructional planning time shall not be reduced by travel.
- F. **Part-time Elementary Specialists:** FTE of part-time elementary specialist licensed employees ~~teachers~~ (as defined in 2E above) 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. Prep/instructional planning time shall not be reduced by travel.
- G. **Elementary non-classroom licensed employees ~~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 (2C) above, elementary non-classroom employees ~~teachers~~ shall be assigned a minimum of one hundred fifty (150) preparation/instructional planning 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 licensed employees ~~teachers~~ should also refer to Article 18 2C regarding release times for additional preparation/instructional planning time. Prep/instructional planning time shall not be reduced by travel.
- H. **Elementary Special Education Licensed Employees ~~Teachers~~:** For the purpose of this article these employees are defined as special education licensed employees ~~teachers~~ who have twenty-five (25) hours or more of student contact time per week. In addition to (2C) above, special education employees ~~teachers~~ shall be assigned a

minimum of one hundred fifty (150) preparation/instructional planning 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 licensed employees ~~teachers~~ should also refer to Article 18-2C regarding release times for additional preparation/instructional planning time.

- I. **All Other Elementary Licensed employees Teachers:** Will receive (2C) above. Special Education, ELL, and Title 1 licensed employees ~~teachers~~ should also refer to Article 18 2C regarding release times for additional preparation time.

(3) Part Time Licensed Employees Teachers:

Preparation/instructional planning time shall be assigned on prorated FTE on the total preparation time minutes that a full-time licensed employee ~~teacher~~ is entitled. Included in the amount of preparation/instructional planning time allotted will be a proportionate amount of before/after school minutes that a full-time licensed employee ~~teacher~~ in the part time employees ~~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. For professional development and PLC time outside the work day for part-time licensed employees ~~teachers~~ the ~~teacher~~ may request paid participation from the building principal and/or District Administration.

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 employees ~~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.

(4) Compensatory Time

Licensed employees ~~Teachers~~ at any grade level may be asked to substitute for another employee ~~teacher~~ who is temporarily out of his/her assigned classroom. If unable to locate a willing employee ~~staff member~~, an administrator may, after asking all available employees ~~teachers~~ and administrators, assign an employee ~~a teacher~~ to cover. If, as a result of substituting in another classroom during an assigned preparation/~~instructional planning~~ period an employee, ~~a teacher~~ suffers a net loss of 165 or more preparation/~~instructional planning~~ time minutes in any one (1) semester, then the employee ~~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 employee ~~teacher~~ and the principal with twenty four (24) hours advance notice. This provision does not apply to employees ~~teachers~~ who have been released from their own assigned prep/~~instructional planning~~ time to direct an activity or where individuals exchange coverage for an activity.

If a licensed employee ~~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 semester, school-year, teachers may request to be paid for this time at their per diem rate ~~sub rate in half-day increments~~ up to two (2) days total. Additional time will be paid at the sub rate per class period or use trade time.

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.

Elementary School - Split Class Needs:

In elementary schools, if a licensed classroom employee is absent and the District is unable to hire a substitute educator or reassign a specialist or other licensed District employee to cover the class, the class may be divided between or among other licensed classroom employees. In the event that is necessary, the employee receiving additional students will be paid the equivalent of the employee's per diem wages on a prorated basis, i.e. two employees will divide the per diem rate equally, three educators would each receive one third of their per diem rate up to two (2) days total. Additional time will be paid at the prorated sub rate or use trade time.

ARTICLE 18(B) – SPECIAL PROGRAMS

Definitions:

Special Education shall be defined as the provision of services to students who have been identified as meeting one or more of the statutorily defined eligibility. Service delivery options vary depending on the needs of the student.

It is the intent of the Greater Albany Public School District and the Greater Albany Education Association to meet the diverse and unique needs of the students receiving special education services in the District to comply with Federal and State laws and regulation. All students will receive an education within the Least Restrictive Environment (LRE) that provides them the needed support for a Free and Appropriate Education (FAPE).

1. 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.

2. 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.

~~3. Albany Performing Arts Center (APAC) Manager – The Albany Performing Arts Center (APAC) manager position will have 180 minutes in the A/B block schedule to complete the management and oversight tasks associated with the APC and prepare the facility for afterschool and evening activities and events. This shall be in addition to their instructional prep time. (MOU 7/11/23)~~

3. Workload:

Middle School and High School

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.

A. 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.

Secondary Special Education

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.

District Counter Proposal 10-8-24 Status Quo

ARTICLE 18(C) – CLASS SIZE

1. 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 compiled 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: (https://oregon.public.law/rules/oar_581-022-2335)

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 consider individual students' needs such as IEP, "504," TAG, ELL, gender, etc. 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.

District Counter Proposal Status Quo 10-8-24

ARTICLE 18(D)– SECONDARY TEACHER CLASS PREPS

The District will make every reasonable effort to assign middle and high school teachers no more than three (3) core class preps. Core is hereby defined as: Math, Science, English/Language Arts, Social Studies, and required courses (graduation requirements).

If more than three (3) core class preps are assigned, the teacher may appeal to the Secondary Teacher Class Prep Appeal Process:

A. The teacher or teachers involved may request in writing a meeting with the building principal to discuss issues regarding secondary teacher class preps 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 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 the 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.

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.

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.

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

District Counter Proposal 10-8-24

ARTICLE 22 - STUDENT DISCIPLINE

The District and Association are committed to an approach for student conduct and discipline that aligns with the Greater Albany Public School District Vision and utilizes research based in Racial Equity and Social Justice, Restorative Justice, and Trauma Informed Care to minimize the use of exclusionary discipline and to maximize instructional time, while repairing harm done within the school community.

- A. The District and Association believe the work environment for licensed staff should be free of unreasonable risk to the health and safety of licensed staff. This includes consistent application of standard procedures and clear communication for District Behavior Guidelines for students. The District Behavior Guidelines follow district policies.
- B. If the District proposes a change in District policies that affect District Behavior Guidelines, the Association shall be provided with a copy of the proposed change and an opportunity to make recommendations regarding such change prior to its adoption.
- C. The District will notify all staff annually of the District Behavior Guidelines, including the District's safety protocol, threat assessment process, as well as the communication protocol for incidents involving school and public safety.
- D. Building principals will provide licensed staff with the District Behavior Guidelines at the beginning of each year. Each building staff will review this procedure annually and may recommend changes in such procedure to the building administrator.
- E. Licensed staff are expected to teach the school-wide expectations, as referenced in the District Behavior Guidelines, to all students annually.
- F. The District Behavior Guidelines shall specify minimum standards of student conduct in the classroom. In addition, it will include information on how to support students with mental health needs including available District resources. The document shall further specify the circumstances under which a student may be removed from the classroom, including those involving extreme behaviors that present danger to the students' and/or licensed staff members' well-being.
- G. The District Behavior Guidelines shall provide for consultation between the licensed staff member and the principal or their designee prior to returning the student to class. A written summary will be provided following the consultation. A licensed staff member will not be required to keep a student in class if the class as a whole is seriously disrupted by the behavior of the student, if the licensed staff member or another student was subjected to physical contact from the student, if a student or staff member was harmed by the student, or if physical restraint was used. The principal or their designee shall have the final authority to resolve all student disciplinary matters referred to them pursuant to the provisions of this Article.
- H. Any time a licensed staff member is subjected to physical contact from a student, the licensed staff member and building administrator will file an incident report. The Principal will check in with the staff member to see how they are doing and if they need time to recover from the incident.

If time off is needed in the event of injury the administrator may approve time off using the job-related reason code. The member will not be required to use their sick leave time.

- I. When the District becomes aware, including intra-district transition, it will communicate relevant information about students with intensive behavioral needs in a timely manner to any licensed staff member providing services to the student. In addition, notice will be provided when the District has been informed that a student has been adjudicated for engaging in a crime involving violent behavior.
- J. A District Behavior Committee will be established that is made up of six representatives from the District and six representatives from the Association. Representation must be present from elementary, middle, and high school levels and include representation from Fairmount. This committee will meet three times a year.

The purpose of this committee is to review the District Behavior Guidelines from each level and to make recommendations for improvement and suggest professional learning opportunities that support the interventions and strategies outlined in those plans.

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 fifteen (15). If a new hire meets the district requirement of longevity based on years of experience, they will begin on step 15 and move to longevity upon completion of their probationary period. (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) years' 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.

3. **Movement on the Salary Schedule:**

a. **Vertical Movement:** A teacher must complete ninety-five (95) days or more in a 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 fifteen (15) years of employment with the District. ~~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.

c. **Horizontal Movement:** Licensed personnel will be placed in the Bachelor's 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

~~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 payroll.~~

Employees will receive their paychecks on the 25th of each month, or the previous workday if the 25th falls on a weekend or holiday.

Employees may elect to have their salary divided into 10 equal paychecks. To be provided the 10 month pay option, employees must notify Human Resources in writing prior to September 15 of each year.

All employees not electing to receive their pay in 10 equal checks, will receive their pay in 12 equal payments. Balance of contract payments (July and August paychecks) will be paid via direct deposit in June, therefore, employees will receive their June, July, and August direct deposit payments in June.

Employees will have the option to notify the district in writing, prior to September 15 of each year, their preference to receive paper checks for the upcoming July and August balance of contract paychecks. The district will hold the checks until the July and August pay dates, at which time, the district will mail the employee checks.

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

· \$85/\$42.50 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 \$85 monthly matching TSA contribution beginning in January 2006. Those employees in this category who are less than 0.50 FTE shall receive a \$42.50 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.

· \$65/\$32.50 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 \$65 monthly matching TSA contribution beginning in January 2006. Those employees in this category who are less than 0.50 FTE will receive a \$32.50 monthly matching TSA contribution beginning January 2006.

· \$55/\$27.50 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 \$55 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

\$27.50 monthly matching TSA contribution.

· \$45/\$22.50 TSA: All employees hired after September 30, 2005, and who are contracted for at least 0.50 FTE will receive a \$45 monthly matching TSA contribution. Those employees in this category who are less than 0.50 FTE will receive a \$22.50 monthly matching TSA contribution.

4. FACT Program:

FACT Salary Schedule: The FACT Schedule will be a single column based on a 191-day calendar. The column will contain ten steps.

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

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 Continuing Professional Development (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.

4. **Staff Plan of Assistance:**

a. Bargaining unit members who are on individual plans of assistance (POA) may be required to attend or may request to attend professional development activities at District expense.

b. The Plan of Assistance will have an appeals procedure if a supervisor refuses to confirm completion of the plan. This appeals procedure shall be to the Levels Director for step 1 and to the Superintendent for step 2.

5. Staff Development:

The district calendar committee may include as part of its calendar recommendation to the Board designated dates for staff development. Employees are expected to attend any professional development outside of district mandated professional development to maintain their licensure, this includes the required state mandated safety videos.

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. Professional Learning Communities (PLC) time Vector training (safe schools) will not be counted in the 30 hours of staff development.

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.

6. Professional Learning Communities:

The district will provide professional learning communities (one early release per week) for teachers to collaborate on school improvement plans and district priorities.

- One PLC per month for staff to come together for admin/teacher collectively led learning (i.e. synergy, high leverage instructional practices, etc.).
- All remaining PLC meetings will be teacher-led time.
- PLC teams will work with their building leadership to report on team progress related to team goals supporting school improvement plans.
- PLC's may be grouped in grade level, subject matter, or multi-grade groups focused on the four questions:
 - What knowledge and skills should every student acquire as a result of this unit of instruction?
 - How will we know when each student has acquired the essential knowledge and skills?
 - How will we respond when some students do not learn?
 - How will we extend and enrich the learning for students who are already proficient?

7. 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, except for TOSA's at the building or district level. These employees will be notified of this exception at the time of hire or acceptance of the position for another year. If required, attendance at such professional development will be paid at per diem ~~committee~~ pay rate. If the session was half day or less (0 to 4 hours), the pay will be 4.0 hrs. x per diem ~~committee~~ pay rate. If the session was a full day (more than 4.0, up to 8 hours), the pay will be 8.0 hrs. X per diem ~~committee~~ pay rate.

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.

8. 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 members 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.~~

9. 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.~~

8. 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 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 \$40.00 per hour for the 2024-2025 School Year. ~~\$29.85 per hour.~~
2. Compensation for the ~~2018-19~~ 2025-2026 school year will be increased to \$45.00 per hour. ~~by the same percentage as applied to the base teacher salary.~~
3. Compensation for the ~~2019-20~~ 2026-2027 school year will be increased to \$50.00 ~~by the same percentage as applied to the base teacher salary.~~

~~Committee pay will be paid during the 191 day calendar work year that employees work for any district training or committee work. Outside of the 191 day calendar employees will be paid per diem for any district training or committee work.~~

~~The negotiated committee pay will be paid at status quo for the 2024-2025 school year until such time as the contract is ratified and approved by the board. The negotiated committee pay increase will not be paid retroactively.~~

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 workdays 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 per session. See Appendix A-1 to define a session. ~~Game Duty Compensation for the 2018-19 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 \$33.00 per session.~~ committee pay rate per hour of the session.

4. ~~Summer Learning Center: Supervision of the West Albany High School Summer Learning Center shall be paid at the rate of \$32.18 per hour.~~

5. ~~Driver Training: Behind-the-wheel driver training instruction shall be paid at the rate of \$29.85 per hour.~~

6. ~~Student Store: The Student Store Advisor at each high school shall not be assigned to study hall supervision.~~

7.4. Special Education Teachers: Special education teachers and speech pathologists who are responsible for writing IEPs shall be paid a stipend of 4% of step 1/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.~~ 5. Medicaid Billing Providers:

a. All bargaining unit members who are eligible to bill Medicaid 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.~~ If the training is outside of the regular workday, the employee will be compensated at committee pay rate. If the training is outside of the 191 day contract the employee will be compensated per diem rate.

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.~~

~~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.~~

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).

~~43~~ 8. 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.

44. 9. 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.

45. 10. Bilingual Classroom Teachers: Teachers who are endorsed and assigned to teach class content in a Bilingual Education Program / Dual Language instructing in Spanish shall be paid a stipend of 4% of step 0/MA per school year pro-rated according to their FTE in compensation.

~~46. New Hire Welcome: A check for \$150.00 of gross pay to be paid out before September 15th.~~

Article 28A – New Licensed Staff

New Licensed Staff Welcome Package: New staff will receive a welcome package consisting of the following:

- ~~A \$100 gift voucher~~ A \$150 additional classroom budget allowance to be used for school supplies for their first year. ~~upon completion of an onboarding meeting.~~
- 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 supervisor 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 non-student contact time ~~District work time~~. The presenter and food will be provided by the Association.

New Hire Induction Week: Licensed staff new to GAPS will attend New Hire Induction Week sponsored by the Greater Albany Public School District. The week prior to the contract year starting in August will include up to ~~five~~ four days of no more than 8 hours each.

a. Compensation for attendance will be as follows:

~~Committee pay will be received for 3 of the days attended.~~ Teachers will be paid per diem pay for the 4 days attended with a pay draw.

~~Two additional sick leave days will be awarded for 2 of the days attended.~~

New Staff Academy:

a. During the contract work year, new staff may be required to attend ~~up to~~ 14 additional hours of professional development to be paid in no less than two (2) hour periods of time

Article 36 - 21ST CENTURY SITE COUNCILS

1. The workload of the 21st century Site Councils shall remain within the specified duties in ORS 329.704 ~~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. The duties of the Site Council shall include but not be limited to the development of plans to improve the professional growth of the school's staff; the improvement of the school's instruction program; The development and coordination of plans for the implementation of programs under this chapter at the school; and The administration of grants-in-aid for the professional development of teachers and classified district employees.
3. 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. Not more than half of the members shall be teachers. Not more than half of the members shall be parents of students attending that school; At least one member shall be a classified employee; and One member shall be the principal of the building or the principal's designee. In addition, other members may be as the school district shall designate, including but not limited to business leaders, students, and members of the community at large.
4. Members of a 21st Century Schools Council shall be selected as follows: Teachers shall be licensed teachers elected by licensed teachers at the school site; Classified employees shall be elected by classified employees at the school site; Parents shall be selected by parents of students attending the school; and other representatives shall be selected by the council.
5. Each Site Council shall keep a record of the Site Councils 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 Site Council.
6. If Site Council meetings are held during the workday, the staff members on the Site 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 \$4,260.60~~

~~for 2017-18 for schools with a staff of less than 40 (certified and classified FTE) and \$6,032.46 for 2017-18 for schools with 40 or more staff members. For 2018-19, these amounts shall be adjusted by the same figure as the base salary. This money may be used for release time or direct compensation.~~

7. 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.

District's Counter Proposal 10-8-24

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, and the District Safety Committee in writing; including a statement of the problem, the date of the filing.

The supervisor will contact the Facilities department, if necessary, to assist in responding to the safety issue or if it's an emergency situation needing immediate attention.

An inspection will be made as soon as possible by the supervisor and/or facilities department. 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 or Facilities Department 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 the worksite environment.~~

If the issue is not resolved in a timely manner or the staff involved is unsatisfied with the results, they shall notify the Executive Director of Operations and the Union President.

The District shall notify affected members of any threatening communication received by the District in accordance with ORS 339.327

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 as soon as they are made available to the District.

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.

4. 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.

5. Sick Building Syndrome (Formally attachment C):

1. The District will archive in the Business Office any history of investigations into concerns raised regarding the 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 employees 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 (GBEAR(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 Facilities Director. These shall be available to staff.
- Review annually with the District Safety Committee and implement the District's Heat Illness Prevention Plan with all 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.

APPENDIX B-4

FIRST AID CERTIFICATION

When the District establishes a requirement for first aid training for athletic coaches and 70 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 in service 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. If staff are required to complete the training outside of school hours they will be paid at committee pay. Staff in conjunction with their building principal will decide if this is necessary for special circumstances.
3. Each school shall have, at a minimum, at least one staff member with a current First Aid/ CPR/AED card for every 60 students enrolled, as set by ORS 339.345 and 342.664. Planning will include the presence of at least one staff member with a current CPR/First Aid/AED card for every 60 students for school sponsored activities where students are present.
4. 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.
5. 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.
6. 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-6

TEACHER ON SPECIAL ASSIGNMENT(TOSA)

Teachers on Special Assignment (TOSA) shall be recognized as bargaining unit members who perform specialized duties outside the traditional classroom. The TOSA will be responsible for carrying out specialized duties as assigned by the district and/or building principal, which may include, but not limited to: curriculum development, instructional coaching, professional development, behavior, or supporting the implementation of district-wide initiatives. The TOSA will work collaboratively with teachers, administrators, and other staff members to support the academic and operational goals of the building and district. The conversations held between the TOSA, and the members they support, are confidential. The area of support will be shared with the administrator upon request, but any observations or details of observations made by the TOSA will be confidential. This role is temporary and will be reviewed annually. The TOSA shall maintain their professional certification and adhere to district policies and procedures throughout the assignment. TOSA's will maintain all rights and benefits afforded to teachers under this agreement. Any changes to the TOSA's role or responsibilities shall be subject to negotiations between the district and the GAEA.

District Counter Proposal 8-15-24

District Counter Proposal 10-8-24

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 2019 paycheck (for the October 2019 insurance payment): \$ 1,776.26 per employee of .75 FTE or greater plus insurance dollars pooled. With the September 2020 paycheck (for the October 2020 insurance payment): \$1,838.44 per employee of .75 FTE or greater plus insurance dollars pooled. The increase is \$35 for the 2021-22 school year \$1873.44, \$40 for the 2022-23 school year \$1913.44 and \$45 for the 2023-24 school year \$1958.44 to the insurance contribution of 2020-21~~

a. Year 1 (2024-2025) Current base cap of \$1598.21 will be increased by \$50/month to \$1,648.21

a. Year 1 (2024-2025) Insurance opt out benefit will increase by \$50/month to \$575/month
Insurance base cap and opt out cap will not be awarded retroactively
Insurance cap and opt out cap will be applied to all eligible employees one month after the salary retroactive payment is processed.

b. Year 2 (2025-2026): \$40/month increase to base cap

c. Year 3(2026-2027): \$40/month increase to base cap

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).

4. Payroll deduction will be allowed for any premium in excess of the capped amount.
5. 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.
6. 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.
7. Domestic Partners: Domestic partners will be permitted to enroll in the negotiated insurance plan as permitted by carrier rules.
8. Part-Time Teachers: 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:
 - A. Elect no insurance.
 - B. Elect full family medical and/or vision and/or dental and pay premium, if any.
 - C. Elect the entire program and pay the additional premium, if any.
 - D. Elect disability and group life.
9. Full time Teachers: Full-time teachers (.75 or greater FTE) may, as allowed by the carrier,
 - A. Elect no insurance.
 - B. Elect the entire program, or

C. 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 their needs.

10. HRA District Contribution: Certified employees who are 0.75 FTE or greater and who meet all the requirements established by OEGB 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:

A. All certified employees will receive Life, STD, and LTD insurance as per the certified employee agreement regardless of opt out status.

B. If an eligible certified employee opts out of all other insurance, then the District shall contribute \$575.

C. If a certified employee opts out of medical and dental, the District contribution will be \$550.

D. If a certified employee opts out of medical and vision, the District contribution will be \$475.

E. If a certified employee opts out of just medical, the District contribution will be \$450.

F. The HRA contribution will be contributed for each month insurance is waived.

G. 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.

1. 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 2021-2022 and 2022-2023 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.~~
2. Nurses shall be compensated based on the licensed salary schedule in Appendix A-1 with the following modifications:
 - o Nurses with an ASN shall be compensated at the BA level
 - o Nurses with a BSN shall be compensated at the BA+45 level or additional steps based on completed education.

~~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.~~