

NOV. 4 MEDIATION UPDATE

The GAEA Bargaining Team and Greater Albany SD District representatives met at 9:30 a.m. at the Greater Albany School District Central Office to continue the mediation process. Two state-appointed mediators were present to obtain multiple perspectives and to assist the teams in the coming days. The mediators are serving Benton County and Oregon State University, who also have strike dates set for next week, so mediation dates after this weekend may be challenging to secure.

GAEA PRIORITIES

The District presented the Mediators with the GAEA's Articles listed in their "Reasons for Strike" document. The District presented the Mediators with the Articles that had been presented last by each party as a basis for working forward and progressing through the day.

DISTRICT PROPOSALS PRESENTED ON NOV. 4:

The District came to Mediation with three articles to present to GAEA. These articles are attached, they are summarized below and represent a movement of approximately \$233,000 total cost in year one:

1. Article 24: Professional Compensation
 - a. FACT Employees: If days are worked in the summer, FACT employees are compensated at per diem rate. Moved FACT employees to the licensed salary schedule and they will get step increases similar to teachers each year. (\$36,285 total cost increase year one)
 - b. TOSA's: Paid two days in addition to the contract year; admin-licensed TOSA's covering long-term admin absences will be paid at base step administrative salary schedule. (\$31,000 total cost year one).
 - c. Counselors: Elementary School Counselors received two additional days, Middle School Counselors received one additional day per year (increasing from 4 days to 5 days) High School Counselors received one additional day per year (was 6, now 7). (\$16,000 total cost year one)
 - d. Nurses will be moved to the licensed salary schedule (BA or BA +45 based on licensure) and will get step increases similar to teachers each year. If nurses have additional educational credits, they may move higher on the salary schedule. (\$41,000 total cost year one)
2. Article 27: Committee Pay
 - a. Increased committee pay to \$42.50/hr for the first year, \$47.50/hr for the second year, and \$50/hr for the third year. Employees will be paid per diem for any required workdays outside of the 191 contract days. (\$84,970 total cost year one)
3. Article 28A: New Licensed Employees
 - a. The District proposed language included 4 paid days at per diem rate for the new hire induction week. New teachers will also receive \$200 towards purchasing materials for their classroom. (Approx \$24,000 total cost year one for per diem pay)

GAEA PROPOSALS PRESENTED ON NOV. 4:

Building Site Council Budgets: GAEA brought forward the need to retain language for site council budgets.

Committee Pay: GAEA and GAPS have an understanding for the rate of committee pay over the three years. The point of disagreement is optional versus required work outside of the 191-day contract (i.e. summer work). The GAEA's offer states that teachers who attend an optional training, such as a professional conference during the summer, would receive per diem pay along with all conference, travel, and lodging being paid for by the District. This would make optional summer conferences and training cost-prohibitive.

New Licensed employee language: GAEA countered with a proposal to pay teachers committee pay or their per diem rate, whichever is the higher rate of pay.

4:30 P.M. JOINT DISCUSSION

The Mediators arranged a joint meeting in the afternoon between all members of both parties. The meeting was intended to focus on key remaining issues. The session allowed the district to hear teachers on the committee speak to class size, prep time, and special education caseloads. The District appreciated that the GAPS teacher voice was present in the meeting and that people spoke honestly and earnestly about their experiences and challenges.

Key discussion points for the priority topics were as follows:

Class Size

During the meeting, teachers shared concerns about class sizes and the challenges they face when serving students with a wide variety of needs. Teachers also shared concerns about the current class size appeal process and didn't feel that most buildings had a class size committee. The District provided current class sizes for each teacher at each grade level in elementary and middle schools across the district to aid the discussion. GAEA asked about the impact of inter-district transfers on class sizes.

Prep Time

Prep time language for both elementary and secondary levels was discussed. There was an extended conversation about the proposed high school prep time language offered by the District, which guaranteed one uninterrupted preparatory period, equivalent to one class period per day. GAEA wanted to create language specifying a prep period as "90 minutes", rather than "one class period". This would prohibit keeping any special schedules (i.e. an assembly schedule, late start, early release, etc.) that would require classes to run less than 90 minutes. The District is waiting for GAEA's response.

Special Education

The District gave GAEA a counter-proposal on October 25th and was prepared to discuss this language with the GAEA. GAEA was not prepared to counter in the meeting and very little discussion occurred.

PRIORITY WORK FOR THURSDAY, NOVEMBER 7TH:

At the close of the joint meeting, it was understood that the District would work on revised language focusing on the class size committee process. GAEA would work on a language proposal for high school prep time. The District also hopes to see a counter-proposal or agreement on language for Special Education.

While the session did not produce signed agreements on articles, the District appreciated hearing directly from teachers on their priority issues. We were reminded again that when the District and its teachers interact directly, collaboration and open communication naturally emerges. The Mediator was encouraged at the close of the joint meeting and stated that she believed after listening to the conversation that a settlement was possible.

The District and GAEA have scheduled mediation sessions for Saturday, November 9 and Monday, November 11, in case a settlement is not reached on Thursday. The District appreciates our dedicated teachers and will continue to collaborate with the GAEA to settle this contract as soon as possible.

Article 24 - PROFESSIONAL COMPENSATION

1. **Salary Schedule:** The basic salaries for licensed employees certified teachers covered by this Agreement shall be set forth in Appendix A.
2. **Placement:** The licensed employee 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 Master's Degree from an accredited institution, or after they have accumulated eighty-five (85) additional approved hours past the Bachelor's Degree. Licensed personnel will be placed on the Master's +45 column when they have accrued ninety (90) hours above a Bachelor's Degree, and hold a Master's Degree from an accredited institution, or after they have accumulated 105 additional approved hours past the Bachelor's Degree. In order for post-Bachelor Degree hours to be credited, they must be approved in advance by the Superintendent or his/her designated representative. Applications and approval, if granted, will be made in writing. Such approval shall be received prior to registration in the proposed courses, except in rare and extreme cases. The District may also recognize and award the equivalent of credit for courses and experiences besides graduate level university courses. In order to be recognized by the District and applied to horizontal movement on the salary schedule, the particular course or experience must receive prior approval by the District except in rare and extreme cases. The amount of District credit awarded for a particular course or experience will depend on the time or effort required for the activity as compared to a graduate level university course. The credit the District does award for courses and experiences other than graduate level university courses may not have value outside the District. That is, they may not be transferable to other Districts or apply to any degree programs, etc. A teacher who completes course work, which qualifies him/her for a change from one training level to another, shall make application for advancement and submit the evidence of satisfactory completion to the District. Approved salary adjustments may be made ~~quarterly~~ bi-annually (September-January-April). Application and evidence must be received and processed by September 15 and February 15th and processed by the end of the following month., January 15, or April 15. Courses taken prior to the signing of the Agreement will be evaluated individually by the District and credited where deemed appropriate.

d. Payroll:

~~Employees shall be paid in twelve (12) monthly installments on or before the last business day of each month including the summer months. An employee may receive summer month checks on the last business day of June by notifying the District in writing on or before September 10. Upon written request to the District not later than September 10 of any year, teachers may receive their annual salary in ten (10) equal payments beginning with the September 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 starting with the 25-26 school year, ~~or as part of their regular checks during the entire school year.~~ The Association will survey those members known to be receiving seasonal extra-duty assignments during the current school year as to which of the above payment options those members, as a whole, would prefer. The option selected by a majority of those members responding to the survey will

~~determine the payment method for that school year. The Association shall advise the District prior to the cutoff date for the September payroll as to what option has been selected. All seasonal extra duty assignments shall be compensated in accordance with the option selected.~~

f. Payroll Advances:

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

1. An employee wanting a payroll advance needs to put the request in writing.
2. The employee then needs to submit the written request to the District Business Office for approval.
3. To comply with IRS regulations, the amount of the payroll advance will be limited to no more than one-half of the net wages of the current pay period for which the wages are earned and payable.
4. Any payroll advance request made before 1:00 p.m. will be available to be picked up after two(2) working days. ~~1:00 p.m. the next day.~~ Requests submitted after 1:00 p.m. will be treated as a request on the following day.
5. Payroll advances will be limited to one a month, and a total of three (3) requests in one school year . Advances will not be available during July and August.
6. Payroll advances will be honored when presented to the Business Office on the 1st through the 20th day of the month. Payroll advances will be honored from the 21st through the 31st day of the month only if approval is granted by the Business Manager whose decision shall be final.

g. Supplies:

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

h. Tax Sheltered Annuity:

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

\$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 \$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 \$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 \$22.50 monthly matching TSA contribution.

4. Families And Community Together (FACT) Employees 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:~~

- ~~a. If the employee is otherwise eligible to be placed on the teacher salary schedule (other than by virtue of being a FACT employee), then that employee will remain on the teacher salary schedule and be eligible for step increases but will not be eligible for column movement.~~
- ~~b. If the employee is not otherwise eligible to be placed on the teacher salary schedule, then the employee will be placed on the FACT schedule and be eligible for all ten steps.~~

FACT employees play an integral role in our school district. FACT is the Health and Social Service program for the Greater Albany Public School District. The FACT team links schools, students, and families with available community services and resources in the Albany area. FACT also assists families in navigating school systems and processes. The goal of each member of the FACT team is to provide support to students and their families in locating and accessing educational, health, and community services. Together we can tackle the barriers to student success. The duties outlined in this paragraph may be included but not limited to their responsibilities.

FACT Employees will be paid according to the licensed employee salary 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 FACT employee in the District. The FACT employees shall receive on its base the same increase as the teachers' salary schedule. FACT employees shall be compensated based on the Licensed Salary Schedule in Appendix A-1.

FACT employees' work sometimes requires them to be available outside of their regular working hours. FACT employees will work with their administrator, to adjust their work schedule and flex their hours as needed. If a crisis triggers the need for FACT employees to prepare a care room, work with administration, and others to plan and collaborate on various procedures and protocols outside of their contract hours then FACT employees may need to fill out an exception time sheet for additional hours.

Due to the unpredictable nature of FACT work, additional work days may be granted at their per diem rate for work over the summer. These days are optional and must be mutually agreed upon by their supervisor and the FACT employee.

5. 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 (MTSS). 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. The duties outlined in this paragraph may be included but not limited to their responsibilities.

Due to carrying out specialized duties as assigned by the district and/or building principal two (2) additional work days will be granted at their per diem rate for work over the summer. These days will be mutually agreed upon by their supervisor and the TOSA.

Additional days may be needed if a TOSA needs to cover for a principal during the school year and wasn't able to finish their job duties during the contracted year. If coverage for the principal is needed for more than five (5) consecutive days and the TOSA has an administrative license, Human Resources would meet with the TOSA to arrange additional pay for this time.

6. School Counselors:

Licensed School Counselors are certified PK-12 licensed professional educators who are uniquely qualified to address all students' transitions, academic, college/career, postsecondary and social/emotional development needs by designing evaluating, implementing, and enhancing a comprehensive school counseling program that proactively promotes and enhances student success. The licensed school counselor works directly with students, families, administrators, and all professional educators proactively to support mental wellness through classroom lessons for all students, evidence based small group counseling and individual counseling support. Licensed school counselors have expertise to support the development of crisis intervention, including safety planning, implementing and completing suicide assessments, and the coordination of post treatment plans for students and/or refer students for school or community based mental health supports. Counselors are case managers and building coordinators for all in building student 504 plans. School counselors work in partnership with classroom teachers and other school staff, families, students, school administrators, and other professionals to help cultivate safe, healthy, and supportive learning environments for all students. The duties outlined in this paragraph may be included but not limited to their responsibilities.

Counselors are needed before school starts and after school ends to do student scheduling, transcripts, hold individual student and parent meetings, etc. and are required to work additional days outside of the 191 licensed teacher calendar.

Elementary School Counselors will work and be compensated for two (2) additional days. The principal and counselor shall determine whether these days will be taken at the beginning or the end of the school year or a combination as needed.

Middle School Counselors will work and be compensated for ~~four (4)~~ five (5) additional days. The principal and counselor shall determine whether these days will be taken at the beginning or the end of the school year or a combination as needed.

High School counselors will work and be compensated for ~~six (6)~~ seven (7) additional days. The principal and counselor shall determine whether these days will be taken at the beginning or the end of the school year or a combination as needed.

7. District Nurses:

District Nurses hold a valid nursing license recognized by the Oregon State Board of nursing. Our District Nurses collaborate with parents, school staff, and community health care professionals to meet each student's specific needs during the school day. Responsibilities as District Nurses include training and supporting school staff who provide healthcare for students while in school, and coordinate medically related services that are necessary to keep students safe and healthy in the classroom. The duties outlined in this paragraph may be included but not limited to their responsibilities.

District 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 district 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.~~

Nurses shall be compensated based on the Licensed Salary Schedule in Appendix A-1 with the following modification:

- Nurses with an ASN shall be compensated at the BA level.
- Nurses with a BSN shall be compensated at the BA+45 level or additional steps based on completed education.

~~3. 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.~~

7. Required Employee Retirement Contribution:

a. PERS Members:

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

b. OPSRP Members:

- Effective with the March 2009 paycheck, the District agrees (as provided under [ORS 238A.335\[1\]](#) and ORS 238A.335[2][b]) to assume the six percent (6%) employee contribution required under ORS [238A.330](#).
- **Employer Prohibited from Assuming Employee Contribution:**
 - In the event that the employer payment of the employee PERS/OPSRP contribution becomes prohibited by law, the salary schedule will be adjusted upward by 5.8%.

Article 27 - COMMITTEE PAY

1. The District reserves the right to establish, discontinue, and determine the time limitations for any District-established committee. Committee pay will be allowed for teachers paid to licensed employees appointed by the District to committees which meet outside the employee's regular workday during the 191 day contract year. Committee pay for the 2024-2025 school year will be paid on non-teaching days at the rate of \$42.50 per hour for the 2024-2025 School Year. \$29.85 per hour during the 191 day calendar;
2. Committee pay compensation for the 2018-19 2025-2026 school year will be increased to \$47.50 per hour by the same percentage as applied to the base teacher salary.
3. Compensation Committee pay for the 2019-20 2026-2027 school year will be increased to \$50.00 per hour. For subsequent years the rate will be increased at the same rate of the base increase to the Appendix A Salary Schedule not to exceed 3% per year by the same percentage as applied to the base teacher salary
4. 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 work day. Employees will be paid per diem for any required District training or required committee work outside of the 191 day contract year.

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 and the Association. The negotiated committee pay increase will not be paid retroactively.

Article #28 New Licensed Employees

Article 28A — New Employees

New Hire Induction Week:

Licensed ~~employees~~ 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.~~

Licensed employees will be paid per diem pay for the four (4) days attended with a pay draw.

~~Employees who are in their first year of teaching or transferring from out of state, will be provided the option to receive a combination of two (2) paid days and two (2) sick days instead of four (4) paid days. If either of/both of the two (2) sick days are unused in their first school year, they will be moved to the sick leave bank. Two additional sick leave days will be awarded for 2 of the days attended.~~

The District will allow every new employee hired after the start of the school year one full on-boarding day for transitional support with a district mentor. Time will be given during this day for the employee to meet with the association. These employees will also be invited to attend the new hire induction week in August of the following year.

~~the same opportunities for on-boarding regardless of their hire date during the following school year and one full on-boarding day for transitional support will be given within the first 30 days of employment if hired after the August on-boarding. Time will be given during this day for the employee to meet with the association.~~

New Licensed Employees Welcome Package:

New licensed employees will receive a welcome package consisting of the following:

- A ~~\$100 gift voucher~~ A \$200 additional classroom budget allowance to be used for school/classroom supplies, selected by the employee for their first year upon completion of attending new hire induction week. ~~upon completion of an onboarding meeting.~~
- One day of paid release time each semester will be provided ~~given~~ for licensed employees during their the first year in order to prepare lesson plans, observe other employees 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 licensed employee's teacher's professional development goals. Registration shall be paid by the District with a maximum district contribution of \$400.

•New licensed employees will 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 Staff Academy:

a. During the contract work year, new licensed employees will be offered the opportunity to attend up to 14 additional hours of professional development to be paid in no less than two (2) hour periods of time at committee pay. A schedule of these events will be given to teachers at the beginning of the school year. Additional voluntary professional development time may be offered for individual and/or group planning purposes with new teacher mentors, instructional coaches, or job-like peers. ~~(TA 6/20/23)~~