

Licensed Bargaining Agreement 2024-2027

**Greater Albany Public School
District 8J
and
Greater Albany Education
Association**

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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 preschool teachers) are included in the bargaining unit. All FACT employees who are not administrative or managerial will also be in the bargaining unit.

Licensed employees 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 Licensed Employee will not be a bargaining unit member until it is determined that the temporary position will exist for more than 75 contract days.

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 Licensed employees 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), 14.3 (Unpaid Leave), and Appendix C (Insurance). Under Article 15.5 (Grading Days), less than half-time License Employees shall participate in grading activities for the number of hours in their regular schedule.

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

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 Federal 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.

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 they have been adversely affected as a result of misinterpretation or misapplication of the Agreement, they shall within twenty (20) days of the time they/them first had knowledge or reasonably should have had knowledge of such problem, do the following:

1. Discuss the matter with their 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.

Association grievance: 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, they 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 their 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 their 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 them. The arbitrator's decision shall be in writing and shall set forth their 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 licensed employee 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.

ARTICLE 4 - TEACHER EVALUATIONS

Temporary Licensed employees may be excluded from this Article at the discretion of the District. Temporary Licensed employees 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 Licensed employees 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 Licensed employees 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 Licensed employees will have one formal observation during September and a second by November 15th 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 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, Licensed employees 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.
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 Licensed Employee shall be granted an additional formal observation by a District administrator.
7. Each person evaluating Licensed employees shall hold an administrative license. Bargaining unit members shall not be responsible for formal evaluations of other Licensed employees. While administrators and supervisors may use information gained from bargaining unit members in making evaluation judgments, administrators and supervisors will make an observation of the evaluated employee's work, either through observation at the work site, or review of a "work product" prior to completing the evaluation. If any input from a bargaining unit member is to be directly used as the primary source for an evaluation rating of "improvement required", the

supervisor will first talk with the employee being evaluated regarding the issue before deciding to rate the employee with "improvement required" on the evaluation.

8. The evaluation shall be signed by the person evaluating the Licensed employee and by the employee. This may be done electronically.
9. A copy of the evaluation report shall be made available to the Licensed employee. The evaluation report shall be maintained in the personnel files of the District. This may be done electronically.
10. A Licensed employee may make a written statement relating to any evaluation and such statement shall be placed in their personnel file and/or attached electronically.
11. **Plan of Assistance:** If a licensed employee is placed on a plan of assistance, the plan shall define the deficiencies to be addressed by the Plan of Assistance in writing; contain a plan or program for achieving the desired performance improvement, including resources to be used and assistance to be provided by the District, and for re-evaluation.
 - a. Bargaining unit members who are on individual plans of assistance (POA) may be required to attend or may request to attend activities at the District's expense.
 - b. Upon request of the professional educator, following successful or unsuccessful completion of a POA the educator shall be given written verification. A copy of this notice shall be placed in their personnel file.
 - c. For the initial POA meeting, the district must notify the bargaining unit member that they have the right to representation for the POA process. The district will give notice again for the final meeting.
 - d. For contract employees working in an area in which they are not endorsed, if a POA is needed based on performance in the licensed employee's performance in an area that is not endorsed, the employer must offer to transfer them to an alternative position, or provide alternative work for any course they are teaching and not endorsed. Alternatively, if the licensed employee requests to stay in the position, then the employer can place them on the POA.
 - e. Plan of Assistance will have an appeals procedure if a supervisor refuses to confirm completion of the plan. These appeals procedure shall be the Level Director for Step 1 and to the Superintendent for Step 2.
 - f. An evaluation must be completed before the employer can seek a plan of assistance for a contract employee. For a probationary employee, prior to being non-renewed for a performance related issue, the employer must identify the deficiencies in the employees performance and identify what steps they must overcome in those deficiencies and offer them resources to improve their performance. Nothing in this provision shall limit the employer's rights to non-renew as listed for the employers in ORS 342.835.
12. **Personnel file:** The personnel file shall be open for inspection by the employee according to the provision stated in Article 6 of this Agreement.
13. **Nurse:** District nurses will be evaluated in a process adopted by the District after consultation with the nurses.
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 rate for time spent, as authorized by the building administrator.

15. **Teacher on Special Assignment:** The District will train administrators and Licensed employees on Special Assignment (TOSA) annually regarding the specifics of various TOSA positions. See Article 27.
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.

ARTICLE 5 - COMPLAINT PROCEDURE

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

ARTICLE 6 - PERSONNEL FILES

1. The official personnel files on each employee will be kept in the District Human Resources Office. An employee will sign all adverse material added to their file. Such a signature is intended only to verify that the 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 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. Employees have the right to challenge the accuracy and/or attach a written response to any material placed in their file.
5. 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. 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 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 working file.

ARTICLE 7 - REPRESENTATION

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

If the Licensed employee requests representation in these situations, the administrator will delay the meeting until representation can be obtained, but no meeting need be postponed more than

forty-eight (48) hours. The role of the representative in situations (b) and (c) above is to serve as a witness, to provide the teacher with advice regarding contractual rights, to clarify the directions or expectations given to the Licensed employee by the supervisor, and generally to facilitate the communication between the supervisor and Licensed employee, but shall not respond for the Licensed employee to questions by the supervisor.

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

ARTICLE 8 - EMPLOYEE RIGHTS

1. **Discipline and Dismissal**

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

2. **Personal Life**: The personal life of the Licensed employee is not an appropriate concern or attention of the Board except when the conduct of a Licensed employee outside the school and/or in the context of assigned duties may be sufficiently related to the Licensed employee's influence on the students and on the Licensed employee's effectiveness in the performance of his or her duties.
3. **Criticism**: Criticism to a Licensed employee(s) by an administrator(s) or to an administrator(s) by a Licensed employee(s) shall be made in private.
4. **Academic Freedom**: The Association and the District acknowledge the fundamental need to protect Licensed employees from any censorship or restraint, which might interfere with their obligation to perform their teaching functions as prescribed by the District.
5. **Association Activities**: Employees shall have the right to join, organize, assist and participate in Association activities without interference, restraint or coercion. This section is subject to the grievance procedure however, the final step shall be an appeal to the Employment Relations Board (Unfair Labor Practice) instead of arbitration.
6. **Teacher/Assistant Job Duties**: OAR 584-036-0011 and OAR 581-037-0015 will be included in staff handbooks for Licensed employees and educational assistants and will be reviewed annually with educational assistants and involved Licensed employees. The Association agrees that any complaints of violation of these OAR's will first be processed as grievances but only through Level 2, with any appeal beyond those levels directed to TSPC or the State Department of Education.

ARTICLE 9 - LAYOFF AND RECALL

Layoff and Recall shall be conducted as prescribed in ORS 342.934.

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 licensed 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. Layoff shall be defined as a reduction in teacher staff positions resulting from a school district lack of funds to continue its educational program at its anticipated level or resulting from the school district's elimination or adjustment of classes due to administrative decisions, reduction in FTE of a full time employee, or reduction of a part-time employee to less than .5 FTE due to uncertainty of funding, as a result of administrative decision, reorganization, or reduction/elimination of courses/programs.

2. Whenever the Board determines that a layoff is necessary, the District will notify the Association within five (5) working days. Written notice will be given to the affected licensed staff and the Association 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 holds 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 of a licensed staff member being retained if the Board desires to lay off another licensed staff member with greater seniority. "Competence" means the ability of the teacher to teach a subject or grade level based on consideration of any of the following: teaching experience within the past five years related to the subject or grade level; educational attainments, which may not be based solely on being licensed to teach; or the teacher's willingness to undergo additional training or pursue additional education.
 - 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 to retain a less senior licensed staff member through the following process.
 - a. The District may retain a less senior Licensed Employee over a more senior Licensed Employee when both have licensure to fill an available position, the District will do so only on the basis of greater competence in accordance with the procedures below and the criteria in ORS 342.934 as stated above including the criteria to retain a licensed employee on the basis of cultural or linguistic expertise as defined in state law.
 - b. Disputes regarding competence for purposes of layoff and recall will be resolved by arbitration carried out under the provisions of ORS 342.934.
5. Nothing in the sections above shall be construed to limit the operation of Section 3.a. 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 and comply with ORS 342.934 regarding cultural or linguistic expertise.

- c. Layoffs will be based upon the criteria set forth in Section 3. above.
8. 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. above, 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 district will simultaneously send a copy of recall offers and responses to the Association. 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 and will be treated as a voluntary resignation.
 - 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 contract licensed employee shall retain their contract status held prior to layoff. A returning probationary licensed employee shall have their years taught for the District counted for purposes of placement in the salary schedule and obtaining contract teacher status. 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. The District will not count work in another district 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.
9. 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.
10. 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 Licensed employees 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 licensed employees 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.
6. **Mail Facilities and Mail Boxes:** Interschool mail facilities and school mailboxes may be used for distribution of Association communications. However, if this practice is found to be illegal, by the Postal Department or other competent authority, this right will be terminated.
7. **Right to Speak at Meetings:** Upon request, a member of the bargaining unit shall be allowed to make brief announcements during any building faculty and District meetings. The time for such announcements shall be determined by the principal and/or Superintendent. At the District Back to School Rally (or other similar event), the Association President or their designee (GAEA current elected officer) shall be provided five minutes during the rally to present.
8. **General Conditions:** Communications shall be labeled as Association business, shall not be libelous, and will include the name of the individual or individuals responsible for the communication.
9. **Responsibility:** The withholding of the above privileges for (#1-8) by the District may be enacted if the Association fails to comply with the stated conditions. Payment of costs will be transmitted as specified or will accrue interest at the prime rate until payment is received.
10. **Building Representative(s) and Principal(s) Meetings:** Each association building representative(s) and principal(s) will establish a building level monthly meeting. Any employee concerns will be forwarded to the building representative(s) for discussion at the monthly meeting with the principal to work collaboratively to promote a healthy school culture and climate. The association building representative(s) and Principal(s) shall collaborate on the agenda and the running of the meeting. If the representative(s) and Principal(s) cannot reach a consensus resolution, or if the complainant is unsatisfied with the resolution, then the issue will be forwarded to the Human Resources Director and the Association President for discussion and resolution with the building Principal(s) and Association Building Representative(s).
11. **Collaborative Steering Committee:** The District recognizes the expertise of professional educators and the value for their participation in education program planning. Therefore, meetings

between the Superintendent and/or their designee(s) and employees will occur monthly for the purpose of discussing the District's instructional programs. The committee shall be composed of administrators and Licensed employees. Beginning in the 2025-2026 school year, the association will hold an election for twelve (12) certified employees to serve as representatives to such meetings as follows: three (3) high school, three (3) middle school, three (3) elementary classroom Licensed employees; and three (3) representatives who must be from the following areas: SPED, ELD, TOSA, SLP, Librarians, Counselors, RNs. Six (6) elected in even years, and six (6) in odd years. For a mid-term vacancy, the certified members of the Collaborative Steering Committee will vote for interim representatives to fulfill the remainder of the term. Such Licensed employees shall be released without loss of pay for attending the meetings. Administration and Licensed employee 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.
 - a. Areas of discussion may also include topics such as ongoing programs, implementation, new initiatives, language pathways, school climate, and learning loss.
 - b. 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

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. 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) Licensed employee in each building will be allowed Association Leave at the same time. However, no Licensed employee 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 thirty (30) 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 while the President is in office and pay for .20 FTE of the President's total cost (this fully covers reimbursement for HB2016), subject to the provisions stated below.
 - a. The District will bill the association for .80 FTE 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 they 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 their 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 Licensed employees 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 hours 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 issued Chrome book or laptops and will repay for damage or loss.

ARTICLE 12 - DUES AND PAYROLL DEDUCTIONS

1. Association Dues

- a. Employees wishing to join the Association may sign authorizations for the deductions of membership dues and file them with the Union Office. 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. Once the District receives 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.
 - c. 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 communication to the UniServ Office to the district office between September 1 and September 30 each year.
 - d. 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.
 - e. 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 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 employee is hired into the bargaining unit, the District shall provide the above information within ten (10) days of hire.
2. **Other Payroll Deductions:**
Upon appropriate written request from the employee, the District shall deduct from the salary of any employee and make appropriate remittance for the following District approved deductions: OEA PAC, OEA Foundation, United Way, Albany Public School Foundation, NEA Fund, Insurance Programs as agreed to in this contract, and other plans or programs jointly agreed to by the employee and the District. Such deductions must be requested by the employee prior to the tenth (10th) of the month in which the deduction is to be effected.
3. **Waiver:**
The Association and the employee agree to hold the District harmless against any and all claims, suits, orders or judgments, which may be brought against the District as a result of the District's compliance with the provisions of this Article. The Association's obligation does not extend to actions brought against the District by the Association.

ARTICLE 13 - FAIR SHARE

Article 13 – Fair Share deleted effective 2019 bargaining due to Federal Supreme Court Ruling 2018.

ARTICLE 14 - LICENSED EMPLOYEE LEAVE

1. Sick Leave

- A. Licensed employees may use accrued sick leave to attend to a Licensed 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 to attend to the illness or medical appointment of a family member as defined by Oregon statutes ORS 653.601/653.616).

Licensed employees absent from duty because of personal illness or injury, or illness or injury of members of the Licensed 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 by OFLA & FMLA and includes but is not limited to as spouse/partner, child, adopted or

foster child, (or was in a relationship of in loco parentis), parent, parent-in-law, brother or sister, brother-in-law or sister-in-law, or an uncle, aunt, grandparent or grandchild of the District Licensed employee or their 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.

- B. Sick leave shall be credited at the beginning of each school year. Each Licensed 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 when no sub is required, coverage can be arranged, or in the event of an emergency. When reasonably possible to plan sick leave in advance, the employee will attempt to schedule absences to avoid use of substitutes.
- C. A Licensed 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 licensed employee or former employee shall be required to repay the District for the excess.
- D. A Licensed employee may elect to use accrued sick leave in addition to any benefits received under Workers' Compensation Insurance or Paid Leave Oregon. A Licensed employee is entitled to determine the order in which accrued leave is to be used when more than one type of accrued leave is available, following State and Federal law.
- E. Unused sick leave may accumulate and be taken without limit. Licensed employees contracted to work eleven (11) or twelve (12) months shall receive eleven (11) or twelve (12) sick leave days respectively.
- F. The Association and any licensed employee using accumulated sick leave in connection with the illness or injury of a member of the licensed employee's immediate family will hold the District harmless against any complaints or suits filed thereafter concerning such use. Nor shall the licensed employee be able to reclaim leave days so used for later use for personal illness or injury or for calculation of retirement benefits.
- G. Notice: When a Licensed employee will be absent from work, they shall give notice to the District. If the absence is for consecutive days, the District shall be notified of the probable date of return.
- H. Medical Certificate: A Licensed employee returning from any illness or injury, of three (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 Licensed 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 licensed employee's accumulated sick leave.
- I. 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 licensed employee each year. However, if a Licensed employee should resign, go on unpaid leave, or complete a term of employment prior to the end of the school year, 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 licensed employee has completed thirty (30) working days. Ten (10) days of unused sick leave per year of previous public school teaching experience in Oregon shall be transferred into the District upon verification of the sick leave days from the previous District(s).
- J. 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.

- K. Substantiation: The Superintendent may require substantiation of an absence if the District can show probable cause to suspect a Licensed employee 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.

2. Paid Leaves

A. Personal/Emergency Leave:

Three (3) paid leave days per year will be available to Licensed employees for personal commitments or emergencies, which may occur during the school year. Notifications 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 Licensed 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, 3 days

If a Licensed 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 Licensed employees 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 licensed employee to a total of 20.0 Personal Leave hours.

When a full-time position is filled by more than one licensed employee during a school year, personal time shall be divided between people by prorating based on their FTE.

Licensed 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) Licensed employees in each building will be allowed personal leave at the same time. However, no Licensed employee will be unreasonably denied personal leave.

B. Emergency/Unanticipated Situations:

One additional day of emergency leave, at administrator decision, will be made available for a licensed 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 licensed employee.

C. Sick Leave Bank:

1. The District and the Association will collaboratively manage a paid sick leave bank for Licensed employees. The purpose of the sick leave bank shall be to provide additional sick leave days to eligible and participating Licensed employees should an illness or injury exhaust the Licensed employees' accumulated sick leave. The sick leave bank shall also provide sick leave days to eligible and participating Licensed employees to care for a relative (including but not limited to spouse/partner, child, parent, parent-in-law, sibling, or a person in a relationship of "in loco parentis with the licensed employee ") as defined by OFLA & FMLA, should this licensed employee have an illness or injury that exhausts the Licensed employees accumulated sick leave. If a more expansive definition of "immediate family" exists in Paid Leave Oregon, the Oregon Family Medical Leave Act (OFLA) or the Federal Family Medical Leave Act (FMLA) then that definition shall be applicable to this section. Use of Paid Leave Oregon does not disqualify a licensed employee from utilizing the Sick Leave Bank.

2. 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 a Licensed 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 a licensed employee should they exhaust benefits, become ineligible, or "misuse" benefits from the bank
3. 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.

The maximum number of consecutive sick leave bank days a licensed employee can use is one hundred and twenty (120) workdays (prorated based on FTE). A licensed employee is not eligible for sick leave bank days if the licensed employee is receiving compensation under Workers Compensation, long-term disability, or PERS disability. A licensed employee could appeal to the Sick Leave Bank Committee and District for an additional request of time if needed.

4. In order to be eligible for a donation of leave from the Sick Leave Bank:
 - A. 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 (3) days.
 - B. Donations to the Sick Leave Bank can be made annually by Licensed 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 one thousand (1000) 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 one thousand (1000) hour cap. If the pool drops below two hundred (200) hours, the Association may request an increase of an additional one thousand (1000) hours with the Superintendent.
 - C. If a relative (spouse/partner, child, parent, parent-in-law, sibling, of a person in a relationship of "in loco parentis with the member") of the Licensed employee 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.
 - D. 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.

D. Professional Leave:

At the discretion of the employer, professional leave may be granted to Licensed 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.

E. Bereavement Leave:

Bereavement leave shall be granted to District Licensed employees upon their request to mourn the death of a member of the immediate family of the licensed employee, or any member of the licensed 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 Licensed employee up to a maximum of one (1) school week shall be charged against the salary of the Licensed 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 Licensed employee or their spouse/partner. In case of bereavement involving the death of a person of significance to the Licensed employee who is not on the above list, the Licensed employee may use up to one accumulated sick leave day per occurrence if personal leave is exhausted.

Bereavement leave for pregnancy loss and failed fertility treatments: A pregnant Licensed employee who suffers a pregnancy loss (including, but not limited to, chemical pregnancy, ectopic pregnancy, molar pregnancy, miscarriage, TFMR, stillbirth, neonatal loss) shall be eligible for bereavement leave. A Licensed employee who suffers a failed fertility treatment (including, but not limited to IUI, ART, surrogacy loss) shall be eligible for bereavement leave.

F. Funeral Leave:

A Licensed 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 Licensed employee, unless other in-building arrangements can be made with the approval of the principal.

G. Jury Duty Leave:

Licensed employees shall be granted leave with pay for service upon a jury provided, however, that the salary paid to such licensed employee for the period of absence shall be reduced by the amount of money received by them for such jury service. The Licensed employee's pay will not be reduced if the licensed employee gives notice to the employer that they declined jury service pay. Upon being excused from jury service during any day, any licensed employee shall immediately contact their immediate supervisor for assignment for the remainder of his or her regular workday.

H. Court Appearances:

Licensed 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, Licensed employees shall not be paid under this provision for time spent as a litigant or witness against the

District. The salary paid to such licensed 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 licensed employee will notify their supervisor as early as possible and will take all reasonable steps to minimize the time away from duty. Upon completion of testimony, the licensed employee shall immediately contact their supervisor for assignment for the remainder of the regular workday.

I. Emergency Family Care Leave:

A Licensed 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 Licensed 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.

J. Absence due to Injury on Duty:

The absence of a licensed employee because of illness or accident for which they receive 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 licensed employee by the District. However, the amount of sick leave time charged against the Licensed employee's sick leave account shall be only that portion of each day for which they are actually compensated by the District. Such payments shall be discontinued when the Licensed employee's accumulated sick leave is exhausted or when the Licensed employee begins to receive District-provided Long-Term Disability benefits.

K. Leave and Protections for Victims of Certain Crimes.

A Licensed employee who experiences domestic violence, criminal harassment, sexual assault to or stalking of the Licensed employee, or the Licensed employee's minor child, ward or dependent shall receive paid time and unpaid time pursuant to ORS 659A.270 to 659A.290 to accommodate time spent finding and utilizing legal or law enforcement assistance, to obtain services from a victim services provider, medical treatment for injuries or mental health support for the employee or dependents, to move or change their living situation, to secure an existing home, securing a workplace transfer, reassignment, or modified work schedule. Paid leave for this purpose will be provided from employees' existing accruals. The Employer shall also provide upon request a reasonable safety accommodation, which may include (but is not limited to) a changed work phone number, changed work location, and/or additional safety procedures or other adjustments after threatened or actual events. All records and information kept regarding a reasonable safety accommodation made for an employee or to certify the purpose for leave are confidential and may not be released without the permission of the employee, except as required by law. The Employer may request documentation and must accept as sufficient proof of the requested leave documents from law enforcement, courts, police report, restraining order, letter or document from an attorney, counselor, domestic violence or sexual assault victim service provider, health care professional, or clergy member. The Employer will follow ORS 659A.270 to 659A.290. The requesting employee will follow the Employer's established request process, including reasonable notice to their supervisor of their intent to take leave, unless giving advance notice is not feasible. If the law provides for more generous leave and/or protections than what is listed here, the Employer may implement pursuant to the law without bargaining.

L. Absence Due to Testing, Quarantine or Isolation

If the District closes one of our schools a licensed employee's absence from work as a result of direction from public health officials to implement mandatory testing, quarantine or isolation to

prevent the spread of the communicable disease shall not be charged against the Licensed employee's accumulated sick leave for the duration of the school closure.

M. Military Leave

Military leaves shall be allowed in accordance with Federal and State laws relating to such leaves.

3. Unpaid leaves

The District will construct, implement, and make accessible to members their procedure for approving requests for unpaid leaves of absence.

Extended Leaves of Absence The following are types of District unpaid Licensed employee leave(s), which shall be considered extended leaves:

A. Teaching, International and Federal Programs:

An unpaid leave of absence up to one (1) year may be granted to any Licensed employee upon written application to the Superintendent, for the purpose of participating in exchange teaching programs in other states, territories or countries; foreign or military teaching programs; the Peace Corps, Teacher Corps, or Job Corps as a full-time participant in such programs, or a cultural travel or work program related to their professional responsibilities. If the leave is granted, it shall be granted for the length of the request. Requests must be made by April 1st for the following school year. Upon the professional educator's return to the District, credit on the salary schedule will be granted for verified successful teaching experience during the leave. If a request for leave is received less than sixty (60) calendar days before the first day of in-service for that year, the ability to secure a suitable replacement may weigh on the final decision.

B. Advanced Education:

A Licensed employee with three (3) years regular continuous service in the District shall be considered for a leave of absence for the purpose of advancing their education in an accredited college or university. Such leave granted under this provision may be canceled upon failure of the licensed employee to enroll and complete a full-time course of study for the time specified on leave.

C. Family Leave:

A regular Licensed employee shall be granted additional unpaid family leave for the purposes of parental leave or adoption under the following conditions:

1. Initial notification to the District as soon as it is known that such leave may be required.
2. Notification to the District at least two (2) weeks prior to the commencement of the leave, if possible.
3. The unpaid leave can be used in combination with paid leave as requested by the licensed employee.

D. Additional Unpaid Family and Medical Leave

Family and Medical leave will comply with State and Federal leave laws.

A Licensed employee shall be considered for a leave for the purpose of caring for personal illness or caring for a sick member of the licensed employee's immediate family as defined by OFLA/FMLA.

1. Members may use their accumulated, qualifying sick leave for absence due to FMLA/OFLA eligible serious health conditions of a family member(s) that require the member's care under any FMLA/OFLA constraints, however they may elect to take unpaid time or combinations thereof. Definitions of immediate family are defined by FMLA/OFLA.
2. The District shall grant leave benefits to GAPS Licensed employees who are domestic partners under the same FMLA/OFLA constraints as spousal benefits.

3. Members must give a two (2) week notice to Human Resources prior to the commencement of needed leave if possible.

E. Religious Leave:

If the observance of a licensed employee's own religious holidays prevents the licensed employee from working on school days, the District shall allow up to two (2) days per school year for this observance.

F. 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:

1. Leaves shall not exceed one (1) year in length unless mutually agreed to Conditions - a: The Licensed employee 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 Licensed employees in meeting this obligation the district will send a notification to the staff by February 1 to the last known address.
2. All leave applications shall be made to the Superintendent or designee and are contingent upon Board approval.
3. All such leaves will be for a specifically stated duration unless exceptions and/or variances are agreed to by the District.
4. In the application, the licensed 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 Licensed employee.

If, however, such plans are interrupted by circumstances beyond the control of the licensed 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.

G. Benefits During Leave of Absence:

The Licensed employee may pay for medical fringe benefits and continue to be a member of the insured medical group, providing the insurance carrier agrees.

H. Return from Leave:

All benefits to which a licensed employee was entitled at the time their leave of absence commenced, including unused accumulated sick leave, seniority and place on the salary schedule, shall be restored to them without gain or loss upon their 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.

I. 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.

J. 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.

K. Short Term Unpaid Leave:

The Licensed 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), with the approval of the Human Resources Director. Licensed employee 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 Licensed employee or their immediate family (again, circumstances where the Licensed employee has no control over the scheduling). Accompanying a spouse on a work related trip will not be considered a qualifying event.

Article 15 - WORK YEAR

1. Contract Work Year

The length of the contract work year for Licensed employees in the bargaining unit will not exceed one hundred ninety-one (191) days and one hundred ninety-five (195) days for new Licensed employees, including five (5) paid holidays (Labor Day, Veteran's Day, Thanksgiving, New Year's Day and Memorial Day).

2. Inclement Weather / Emergency Closure

Licensed employees are not to report for work on days when school is closed due to inclement weather, District-wide emergencies, or other catastrophic events. Licensed employee salaries will not be docked for time lost due to such closure; provided, however, up to 2 days 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.

For closures over 2 days, the district and association will have a collaborative problem solving meeting to make a recommendation to the Board regarding when makeup days will occur or other solutions such as lengthened days. Decisions regarding makeup days will comply with state-mandated minimum hours of instructional time (OAR 581-022-2320).

On days when the opening of the school day is delayed due to inclement weather or emergencies Licensed employees shall report to work before students arrive. 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. 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.

4. Beginning of Year

Licensed 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 Licensed employees 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 Licensed 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 licensed 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. Licensed 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 Licensed 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 the (5) elementary preparation day(s) (8 hours) or grading day(s) full (8 hours) and half (4 hours) Licensed employees may presumptively work in the building or 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 licensed 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 licensed employee has been unsuccessful completing tasks when they previously worked from an alternate location or misuse of this privilege.

7. Dual Immersion Licensed employees

If a licensed employee in a dual immersion program is required to conduct parent teacher conferences beyond the regularly provided time, the licensed employee will be compensated for that time. This will be done through the use of substitutes or if the licensed employee chooses to

not have substitute time, they will be compensated comp time for the extra time beyond their contracted day.

Article 16 - 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. Licensed employees shall have a thirty (30) minute duty-free lunch included in the regular eight (8) hour workday (travel time will not be included).
 - b. If time is not built into the schedule for Licensed employees to have a bathroom break during the morning and again during the afternoon in which a licensed employee does not have designated prep time the employer 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, Licensed 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) 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 a licensed employee is scheduled to attend more than the monthly average of two (2) required meetings per week, the licensed employee should clarify with 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 licensed employee workday.
4. I.E.P. Meetings

- a. By October 1 of each school year, Licensed employees 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 students with an I.E.P. so that they are evenly distributed throughout the school year.
- b. Licensed employees who are required to attend an I.E.P. meeting during the licensed employee's preparation time during the student day and or beyond the contract day shall be compensated with comp time. At the end of the semester, Licensed employees 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 Licensed employees may use trade time.

Article 17 - PREPARATION 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 and conference time.

2. Preparation-Time:

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

High School Schedule starting with the 25-26 school year.

Teaching Schedules:

Uninterrupted preparation time for classroom-Licensed employees shall be one class period per day at the secondary level as specified in this section. Special events or emergencies may, on occasion, interfere with the amount of scheduled preparation time, but daily prep will be provided to all classroom-Licensed employees. Preparation time will be provided within the student contact day.

- a. High schools on a block schedule will have one period of uninterrupted daily prep time, which is referred to as a six (6) of eight (8) prep schedule. The daily prep on a block schedule must typically be 90 minutes, unless there are specific work days with an altered schedule (i.e. assemblies, early release, final exams, advisory, emergency drills, or special events). On specific work days with an altered schedule, Licensed employees will have one period of uninterrupted prep, may be less than 90 minutes (Note: Please see Prep Time MOU)
- b. The alternative high school, on a trimester schedule, will have one period (must typically be 60 minutes) of daily uninterrupted prep time and teach five (5) periods of a six (6) period schedule. During special schedules, including but not limited to: assemblies, early release, final exams, advisory, emergency drills, or special events, Licensed employees will have one period of uninterrupted prep, less than 60 minutes.
- c. Middle Schools (including 4th and 5th grade at Timer Ridge) on a seven period per day schedule, (must typically be 45-50 minutes) of daily uninterrupted prep time while teaching six (6) periods of a seven (7) period schedule. During special schedules, including but not limited to: assemblies, early release, advisory, emergency drills, or special events, Licensed employees will have one period of uninterrupted prep, less than 45-50 minutes.

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

Each full-time classroom licensed employee 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. **During the Student Day:** One hundred fifty (150) preparation minutes weekly will be provided during the student day. These one hundred fifty (150) minutes shall be scheduled in blocks of no less than thirty (30) minutes not including travel time. If building administration determines it is possible, they will attempt to provide 40 minutes of preparation time for Licensed employees.
- b. **Altered Schedule:** Special events or emergencies may, on occasion, interfere with the amount of scheduled preparation time, but daily prep will be provided to all Licensed employees. Preparation time will be provided within the student day.
- c. **Outside the Student Day:** All elementary classroom Licensed employees shall have at least 240 minutes per week of preparation time during the workday outside of the student day. Sixty (60) minutes of the 240 minutes can be used to have Licensed employees 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. **Prep Days:** In addition to (A-C) above, elementary classroom Licensed employees in grades PreK-5 and Timber Ridge 4th and 5th will have available a total of five (5) days of substitute time per school year for the purpose of preparation time to be coordinated with their administrator. See attachment E.
- e. **Elementary Specialists:** For the purpose of this article, these Licensed Employees are defined as those Licensed Employees (e.g. PE, music, etc.) whose instructional assignment provides preparation for classroom-Licensed employees. In addition to (2C) above, elementary specialists shall be assigned a minimum of forty-five (45) minutes of daily preparation time during the student day. These forty-five (45) minutes shall be assigned as forty-five (45) continuous minutes or in thirty (30) continuous minutes and fifteen (15) continuous minutes. Prep time shall not be reduced by travel.
- f. **Part-time Elementary Specialists:** FTE of part-time elementary specialist Licensed employees (as defined in 3.E 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 time shall not be reduced by travel.
- g. **Elementary non-classroom Licensed employees:** For the purpose of this article, these Licensed employees are defined as those Licensed employees who have twenty-five (25) or more hours of student contact time per week. In addition to (2C) above, elementary non-classroom Licensed employees 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 should also refer to Article 18 2 regarding release times for additional preparation planning time. Prep time shall not be reduced by travel.
- h. **Elementary Special Education Licensed employees:** For the purpose of this article these Licensed employees are defined as special education Licensed employees who have twenty-five (25) hours or more of student contact time per week. In addition to (2C) above, special education Licensed employees shall be assigned a minimum of one hundred fifty (150) preparation minutes weekly during the student day. These one

hundred fifty (150) minutes shall be scheduled in blocks of no less than thirty (30) minutes. In addition, they will also be provided with an extra sixty (60) minutes a week for assessment and observation time during the student day. Special education, ELL, and Title 1 Licensed employees should also refer to Article 18 regarding release times for additional preparation time.

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

(3) Part Time Licensed employees:

Preparation time shall be assigned on prorated FTE on the total preparation time minutes that a full-time licensed employee is entitled. Included in the amount of preparation time allotted will be a proportionate amount of before/after school minutes that a full-time licensed employee in the part time Licensed employees building is entitled.

When part-time Licensed employees are requested to attend meetings outside their regular workday, they shall be compensated at per diem rate. For professional development and PLC, time outside the workday for part-time Licensed employees the licensed employee may request paid participation from the building principal and/or District Administration at committee pay rate.

When grading half-day and in-service half-day is scheduled for the same day, the part-time licensed employee has the option to attend the grading half-day or attend part of the staff development day with the understanding that the licensed employee still needs to allow time for grading. If the District requests the licensed employee to attend the in-service, they shall be compensated at per diem rate for time beyond their regular workday/workweek. For Licensed employees 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 licensed 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 per diem or compensatory time.

(4) Compensatory Time:

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

If a licensed employee performs other duties at the request of the building administrator during their duty-free time, paid leave shall be provided. At the end of a semester, Licensed employees 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 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.

(5) Elementary School – Split Class Needs:

In elementary schools, if a classroom licensed 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 licensed employee receiving additional students will be paid the equivalent of the licensed employee's per diem wages on a prorated basis, i.e. two Licensed employees will divide the time equally and be paid at their per diem rate, 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.

(6) Albany Performing Arts Center (APAC) Manager Prep:

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 APAC and prepare the facility for afterschool and evening activities and events. This shall be in addition to their instructional prep time.

MOU: ARTICLE 17 – PREPARATION/INSTRUCTIONAL PLANNING TIME

Memorandum of Understanding

GAPS – GAEA

Article 17 – Preparation / Instructional Planning Time

Starting with the 2025-26 school year and continuing until the ratification of a successor agreement, South Albany High School (SAHS) and West Albany High School (WAHS) will be on the block schedule teaching six (6) of eight (8) class periods.

(1) Secondary Schools

South Albany and West Albany High schools will be on a block schedule and will have one full period of uninterrupted daily prep time, which is referred to as a “6 of 8 prep schedule”. The daily prep on a block schedule must typically be 90 minutes, unless there are specific workdays with an altered schedule (i.e. assemblies, early release, final exams, advisory, emergency drills, or special events). On specific workdays with an altered schedule, licensed employees will have one period of uninterrupted prep that may be less than 90 minutes.

This MOU will expire with the ratification of the successor agreement.

For the District:

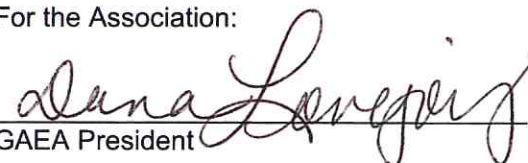


GAPS Superintendent

9-24-25-

Date

For the Association:



GAEA President

9/24/25

Date

ARTICLE 18 – SPECIAL EDUCATION

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 categories. Service delivery options vary depending on the needs of the student.

It is the intent of the Employer and the 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 regulations. 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).

This section applies to Special Education Licensed teachers, Special Education Support Specialists, Special Education Behavior Specialists, Speech Language Pathologists and School Psychologists.

1. Special Education Supervisory Times:

Special Education Licensed teachers and Speech Language Pathologists shall not be assigned non-instructional duties.

2. Team Meeting Time:

Time will be provided for Special Education teachers to meet with their Classified Staff during the school-contracted day (daily or weekly as needed). This time will be equivalent to 15 minutes per day or 75 minutes per week and will be duty free of other responsibilities.

3. Case Management Time:

Special Programs Licensed employees who are expected to case manage and complete IEP paperwork, in addition to their teaching duties, shall receive a period for case management evaluation and IEP paperwork.

- A. Special Programs Licensed employees may request up to two (2) total additional days to be used before the start of the school year. Special Programs Licensed employees at the Elementary level (teachers and Speech Language Pathologists) will have an extra 60 minutes a week for assessment and observation (case management time) during the school day. Elementary level SPED teachers and SLPs will also receive 30 minutes per day of prep with five additional paperwork days to be taken during the school year.
- B. Special Programs Licensed employees at the Middle School level (Teachers and Speech Language Pathologists) will have a case management period equivalent to one standard class period. Middle school SPED teachers and SLPs will also have a prep period every day equivalent to one standard class period that all middle school teachers receive.
- C. Special Programs Licensed employees at the High school level (Teachers and Speech Language Pathologists) will have a case management period equivalent to one standard class period. High School SPED teachers and SLPs will also have a prep period equivalent to one standard class period per day.

4. Workload:

A building team made up of all special education teachers, a school support specialist, and an administrator shall meet each August to review the caseload and severity of identified special education students including the services and accommodations required per their IEP. The plan shall be reviewed in the fall, and as needed during the year, and changes can be recommended to the building administrator. Approval shall be made by the building administrator who must issue their decision in writing within two weeks.

Caseload Thresholds:

Position	Caseload Thresholds
Special Ed. Teachers Special Schools Program	13
Special Ed. Teachers Specialized Classrooms Elementary	13
Special Ed. Teachers Specialized Classrooms Secondary	16
Special Ed. Teachers (HS Resource)	40
Special Ed. Teachers (MS Resource)	40
Special Ed. Teachers (Elementary Resource)	35
Speech Language Pathologists Elementary	65
Speech Language Pathologists Secondary	75

- A. If any Special Programs Licensed Employee wishes to appeal the final approval of the building administrator, the appeal may be made to the District Special Programs Director who must make a decision in writing within two weeks. The Director may amend the teacher's schedule or make other accommodations for support. Licensed employees can appeal the District Special Programs Director's decision to the Assistant Superintendent. The Assistant Superintendent's decision will be final.

5. Other Compensation:

Special Education Licensed Teachers, Special Education Support Specialists, Special Education Behavior Specialists, Speech Pathologists and School Psychologists: shall be paid a stipend of 5.5% 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.

6. School Support Specialist:

School Support Specialists are experienced special education teachers assigned to schools as a liaison between the special programs administration and school staff. Their role is to provide hands-on coaching and assistance to schools with district process expectations, complex or high profile cases and unusual circumstances. The district will assign School Support Specialists to all Licensed Special Education Teachers who are new to the profession or new to the district for their first year of employment and any subsequent years by request.

7. Rights of Educators Supporting Students Receiving Special Education Services:

- a. For the purpose of determining Licensed Employee workload and working conditions, all special education and general education teachers, including core enrichment teachers, will be provided:
 - i. Access to a copy of the IEP/IFSP (as provided by law) of a student that they serve as soon as it becomes available in the records management system. This includes relevant records/reports in alignment with FERPA requirements such as related services, medical alerts, transportation needs, behavior or safety plan, evaluation reports, functional behavior assessments, placement determinations and any other pertinent records.

- ii. Time to review the IEP/IFSP and other relevant records during the August in service work days prior to the start of the first student day.

8. Special Education Spaces and Materials:

Special Education Licensed employees shall have:

- a. A dedicated, confidential office/classroom: if a dedicated office/classroom is unavailable, an appropriate confidential space will be provided each time a confidential work task is required;
- b. Access to all instructional, academic, and curriculum materials available in the general education classroom for all the grade levels for which the Special Education Licensed Employee provides services, including student materials;
- c. Access to age appropriate, district approved research-based intervention work materials for which the Special Education Licensed Employee provides services; and copies provided upon request; and
- d. Reasonable effort will be made to ensure required materials and curriculum is available in the classroom prior to the start of the school year.

9. Speech Language Pathologists (SLP) Professional Development

SLP's will be given the opportunity within their contracted day to earn at least 10 hours of professional development during the contract year.

10. District Special Education Committee:

A District Special Education 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 Special Programs. The committee will meet three times a year facilitated by Human Resources (HR will not be a representative on the committee). The purpose of this committee is to review the District Special Education processes and procedures for effectiveness and efficiency and to make recommendations for improvement.

11. Cooperative Caseload Size Targets:

The collective bargaining agreement with GAEA affords the opportunity for the association to submit their recommendations on caseload size targets. The tables with their target levels are shown below. The district acknowledges that GAEA has identified these targets as cooperative goals although there is no requirement that they be met.

Caseload Targets	
Special Ed. Teachers Special Schools Program	7
Special Ed. Teachers Specialized Classrooms Elementary	7
Special Ed. Teachers Specialized Classrooms Secondary	7
Special Ed. Teachers (HS Resource)	22
Special Ed. Teachers (MS Resource)	21
Special Ed. Teachers (Elementary Resource)	20
Speech Language Pathologists Elementary	50-55
Speech Language Pathologists Secondary	60-65

ARTICLE 19 – CLASS SIZE

1. Class Size Policy/Committee:

The team recognizes that large class loads represent a hardship on educators, as well as students in the classroom, and acknowledges that the district may lack the ability to control all of the factors that influence class size, particularly the number of available classrooms and the number of students. Students necessitating individual programs will be taken into account when assigning children to classrooms, and every effort possible will be made to ensure fair appropriate distribution of workload.

The District and Association agree to the formation of a class size committee, with three (3) members selected by the District and 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, the special needs of students, and the workloads of the specialists. Further, the committee may identify areas recommended to be targeted for future improvement. The committee shall meet in June, September, and January to coincide with enrollment and transfer windows. Prior to these meetings, the GAEA President, the Director of Human Resources, and the Assistant Superintendent will meet to identify the agenda items and discuss relevant data (i.e. class size projections, number of available classrooms, etc.). The committee shall distribute comprehensive minutes of each meeting, and submit a final report to the District and Association. The Superintendent will include the summary as a School Board report. The committee will actively solicit the involvement of local citizen groups, parent groups, staff and the public. 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 class size policy adopted by the School Board will be adhered to by the District. However, the School Board may determine that the class size policy cannot be complied with, in 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 report on class size shall be provided to the Board and to the Association president after each meeting.

Class Size Procedure:

Any class size in core content (English Language Arts, Math, Science and Social Studies) over the following thresholds will automatically initiate the building level review process. Any other teacher may request that their class size also be reviewed. Special Education class size concerns will be reviewed using language in Article 18.

The district will budget \$500,000 each year to address class size appeals deemed necessary. Special consideration will be given to high-poverty schools. If funds are exhausted prior to the end of the school year, the HR Director, Levels Director and GAEA President will appeal to the District Class Size Committee to discuss a recommendation at their next scheduled meeting. A recommendation for additional allocation of funds may be made to the Superintendent by the HR Director, Levels Director or GAEA President if deemed necessary. If the District experiences an increase above district projected March enrollment additional Licensed and/or Classified Positions may be created in proportion to the funding increase; if so, this will not be deducted from the Class Size Fund.

Pre-K	20	Pre-K Title Schools	18
K	25	K Title Schools:	22
1st:	26	1st Title Schools:	24
2nd:	27	2nd Title Schools	26
3rd:	29	3rd Title Schools:	28
4th & 5th:	30	4th & 5th Title Schools:	29
Middle School:	33	Middle Title Schools:	32
High School:	35		

A. Elementary Building Level Review Process:

1. The building administrator and staff will establish a class size committee by the start of each school year. The committee will be composed of one (1) administrator, one (1) special education representative, at least two (2) classroom teachers, an association building representative, and an optional school counselor.
2. In the spring of each year, the building grade level teams will complete a student placement process using the District-wide placement form to guide the development of balanced classrooms. To establish a balanced classroom load this form will account for the number of students who are receiving special programming to include an IEP, ELD services, and a 504 plan. Gender, academic ability, social-emotional needs, MTSS data, and prior year overload of a particular educator will also be reviewed. Initial class lists will be developed based on this distribution of students.
3. Prior to the opening of the transfer windows in March and November the building class size committee will evaluate class size numbers at each grade level and determine which grades will be able to accept both inter and intra district transfers. If classes do not have the capacity to accept transfers, they will be listed as closed on the District website.
4. At the beginning of the following school year, and at the conclusion of the 10 day drop period, classes at the elementary level will be reviewed by the Building Class Size Committee that are above the thresholds established in this article to develop recommendations for addressing class size. The District will do at least one of the following so that the size of each class is below the threshold or an additional employee will be added to the classroom as specified below:
 - a. Additional classified support hours;
 - One (1) hour per day per student over the threshold up to 4 students
 - Six (6) hours per day if five or more students over the threshold
 - b. Blended classrooms;
 - c. Reassignment of students within the building
 - d. Denial of transfers;
 - e. Hiring of additional certified staff;
 - f. Reassignment of teaching staff;
 - g. Other options mutually agreeable between the educator(s) and the District
5. Within five (5) business days of the Building Class Size Committee's review of class composition and numbers, the committee will develop potential recommendations for addressing needs. These will be presented to the Director of Human Resources, the Business

Manager, the Director of Elementary Education, and the GAEA President for review and they will have the authority to allocate funds.

6. The Director of Human Resources and the GAEA President may jointly meet with the teacher(s) to gather additional information regarding class size, composition, and established needs for the class in discussion.
7. Within five (5) business days of the presentation of recommendations from the Building Class Size Committee, a decision will be communicated to the building.

B. Secondary Building Level Review Process:

1. The building administrator and staff will establish a class size committee by the start of each school year. The committee will be composed of one (1) administrator, one (1) special education representative, at least four (4) classroom teachers, an association building representative, and one (1) school counselor (department chair, Instructional Leadership Teams) Current committees such as Department Chairs or Instructional Leadership Teams may qualify as long as it is representative of the licensed members in the building.
2. In August of each year, the class size committee will review the master schedule for the following year to guide the development of balanced classrooms. During this review the team will look at class size in addition to assessing the number of students who are receiving special programming to include an IEP, ELD services, and a 504 plan. Gender, academic ability, social-emotional needs, MTSS data, and prior year overload of a particular educator will also be reviewed.
3. At the beginning of the following school year, and at the conclusion of the 10 day drop period, classes at the secondary level will be reviewed by the Building Class Size Committee that are above the thresholds established in this article to develop recommendations for addressing class size. When class size thresholds have been exceeded action will be attempted in grades 6-12. The following options will be considered but not limited to:
 - a. Additional classified support hours;
 - b. Adding additional sections / classes;
 - c. Denial of transfers;
 - d. Hiring of additional staff;
 - e. Reassignment of teaching staff;
 - f. Redistributing class loads;
 - g. Other options mutually agreeable between the educator(s) and the District
4. If the issues were not resolved at the building level within five (5) business days of the Building Class Size Committee's review of class composition and numbers, the committee will develop potential recommendations for addressing needs. These will be presented to the Director of Human Resources, the Business Manager, the Director of Secondary Education, and the GAEA President for review and they will have the authority to allocate funds.
5. The Director of Human Resources and the GAEA President may jointly meet with the teacher(s) to gather additional information regarding class size, composition, and established needs for the class in discussion.
6. Within five (5) business days of the presentation of recommendations from the Building Class Size Committee, a decision will be communicated to the building.
 - a. If a licensed employee is concerned about an overcrowded and/or unsafe classroom they may request a review by the Building Class Size Committee. Every licensed employee will consider the make-up of their classroom, not just the size, when considering a request for review.

- b. Appeal Process: If the licensed employee(s) is unsatisfied with the response or actions of the Building Class Size Committee process, an appeal may be made to the Superintendent or their designee. The Superintendent or their designee will provide the licensed employee(s) with a written response to the appeal within ten (10) working days.
- c. If the licensed employee(s) is unsatisfied with the Superintendent's or their designees' response to the appeal, the matter may be presented to the School Board by the licensed employee(s) and the Association President. After hearing the appeal, the School Board will provide a written response within ten (10) working days. The member or GAEA has the right to grieve the Class Size Committee process, and whether it was followed. However, the decision of the School Board shall be considered final and is not grievable.
- d. The licensed employee(s) may have Association representation at any level of this procedure.

This language will take effect beginning with the 2025-26 school year.

Cooperative Classroom Size Targets:

The collective bargaining agreement with GAEA affords the opportunity for the association to submit their recommendations on class size. The tables with their target levels are shown below. The district acknowledges that GAEA has identified these targets as cooperative goals although there is no requirement that they be met.

Class Size Targets	
Pre-K	16
K	16
1st	18
2nd	18
3rd	20
4th & 5th	20
MS	25
HS	30

MOU: KINDER PILOT

Memorandum of Understanding GAPS - GAEA Kinder Pilot: 1 Year 2025-26

The District and Association agree to a one-year pilot during the 2025-26 school year to better support Kindergarten students as they enter the K-12 environment. Assistance to help with the transition from the home environment is critical to the success of elementary educational goals. The memorandum is applicable to Kindergarten classrooms in Title I Schools only and is intended to prioritize the use of class size reduction funds to proactively address Kindergarten class size.

1. In the shared interest of students, employees, and the District, the District will strive in the fall for all Title 1 Kindergarten classrooms to not exceed 25 students at all schools if possible. In advance of the school year, the District will explore a variety of possible solutions, including reassigning teaching staff, denial of transfers, hiring of additional certified or classified staff, and or blending classrooms. The District will also explore and suggest other options.
2. The District will commit \$200,000 of the class size reduction fund to prioritize that class sizes are at or below Article 19 class size thresholds. If these funds could be exhausted addressing class size issues in Title 1 Kindergarten classrooms, the District and GAEA may mutually agree in writing to use more or less of the class size reduction fund. Non-Title Kindergarten classrooms will also have priority for adding one of the options in Article 19, if funds are available.
3. Should the District proactively address Kindergarten class size issues prior to the start of the school year through the addition of FTE as described in two (2) above, the cost of staffing will be deducted from the class size reduction fund. The reassignment of a teacher to reduce class size will not be deducted from the fund. If the District experiences an increase in overall enrollment above July projections as agreed upon by the District Class Size Committee, additional Licensed and/or Classified Positions may be created in proportion to the funding increase; if so, this will not be deducted from the Class Size Fund.
4. The Association and the District will meet by the end of June to evaluate the effectiveness of the pilot.

This MOU expires on June 30, 2026 unless by mutual agreement of the Association and the Employer to extend.

For the District:

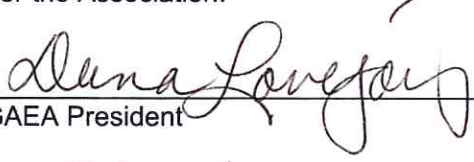


GAPS Superintendent

9-24-25

Date

For the Association:



GAEA President

9/24/25

Date

ARTICLE 20 – SECONDARY LICENSED EMPLOYEE CLASS PREPS

The District will make every reasonable effort to assign middle and high school Licensed employees 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 licensed employee may appeal to the Secondary Licensed Employee Class Prep Appeal Process:

- a. The Licensed Employee(s) involved may request in writing a meeting with the building principal to discuss issues regarding secondary licensed employee class preps and to explore potential solutions. The building principal will provide the licensed employee with a written response to the appeal within ten (10) working days.
- b. If the licensed employee(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 licensed employee(s) with a written response within ten (10) working days.
- c. If the licensed employee(s) is unsatisfied with the Superintendent's response to the appeal, the matter may be presented to the Board by the licensed employee(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.

ARTICLE 21 - SUPERVISORY ASSIGNMENTS

Certain non-classroom supervisory duties exist which the licensed employee 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 licensed employee 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 licensed employee so assigned shall have a compensatory time for the duration of that assignment. At the end of the semester, Licensed employees may request to be paid for this time at their per diem rate up to two days total. Additional time will be paid at sub rate or used as trade time.

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.

ARTICLE 22 - ASSIGNMENT AND TRANSFERS

1. Licensed employees 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 Licensed employee by mailing to the Licensed Employees last known address.
2. In the event that a Licensed Employee is assigned outside the scope of the Licensed Employee's license or major area of preparation for more than one (1) year, the District will, upon request, consider that Licensed Employee for transfer to any available vacancy for which they are licensed.

3. A Licensed Employee desiring to transfer to another grade, subject, and/or activity assignment within their current school shall submit their 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 Licensed Employee who is transferring.
5. Licensed Employees 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 Licensed Employees shall be notified in writing of any District-initiated building transfer as early as possible, and if the Licensed Employees 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 Licensed Employees 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. Licensed Employees 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. The District will consider the following criteria when deciding upon a District-initiated transfer:
 - a. Prior District-initiated transfers. A Licensed Employee shall not, except in special circumstances, be transferred at District initiation more than twice in five years.
 - b. In-Building room moves: A Licensed Employee who is directed to move classrooms within a building more than twice in five years will be compensated one (1) day at per diem pay.
 - c. The preference of the Licensed Employee(s). When a Licensed Employee is to be transferred at District initiation, the Licensed Employee may put in writing their preference regarding a desire for consideration for a new assignment.
 - d. The needs of the District.
 - e. District-wide seniority of Licensed Employee(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 Licensed employees 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 Licensed Employees will be assigned a room in each building where storage facilities are available for the Licensed Employees 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 Licensed Employee 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 Licensed Employees.
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 on 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 Licensed Employee 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 a Licensed Employee will be recalled.

If the District implements a hiring policy or practice that limit-hiring Licensed Employees on the salary schedule between 0 and 3 years' experience, this policy shall not apply for current part time Licensed 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 Licensed Employees in their classroom, as initiated by the District, all affected Licensed Employees will be granted the following:

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

ARTICLE 23 - 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 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.

ARTICLE 24 - 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. Student discipline is a response to student behavior that disrupts the learning environment. District Behavior Guidelines include a clearly defined Multi-Tiered System of Support (MTSS) at each level

across the district. The Association and District acknowledge that no system, no matter how well designed, can be effective unless it is implemented with fidelity across the entire system.

- a. The District and Association believe the work environment for Licensed employees should be free of unreasonable risk to the health and safety of Licensed employees. 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, description of a 3 tiered behavior support system as well as the communication protocol for incidents involving school and public safety. If a student is unresponsive to the 3 tiered system, the District will provide an appropriate and positive educational environment to support all students and employee safety.
- d. Building administrators will provide Licensed employees 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. The building administrator will share these recommendations with the District Behavior Committee.
- e. Licensed employees 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 and information regarding crisis intervention, how to access updated safety plans and how to identify locations for de-escalation other than the students' classroom. 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 student's and/or the licensed employee's safety.
- g. When a student's behavior significantly disrupts the learning environment, the licensed employee shall be authorized to remove the student from the classroom. The District Behavior Guidelines shall provide for consultation as soon as practically possible between the licensed employee and the administrator, or their designee, prior to returning the student to class. A written summary will be provided following the consultation. The licensed employee may submit a collaborative meeting request, in order to develop and implement a plan that addresses the safety of the learning environment for all. The licensed employee will be invited to the meeting (and coverage will be found if needed) where the plan will be developed with the student, parent or guardian, and administrator, or designee. If the availability of these parties prevents an immediate meeting to develop and/or review such a plan, if the certified employee deems that it is essential to classroom safety, the administrator will arrange an alternative learning space until the meeting is held. The administrator 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 employee is subjected to inappropriate physical contact, attack/harm, threat/causing fear of harm, or harassment from a student, the licensed employee will file an incident report, when applicable and an administrator will conduct an investigation, including a threat assessment when needed. The administrator will check in with the licensed employee 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 shall provide time off using the appropriate leave code. The licensed employee will not be required to use their sick leave time.

- i. When the District becomes aware, including intra-district transfer, it will communicate relevant information about students with intensive behavioral needs in a timely manner to any licensed employee providing services to the student. Any employee responsible for de-escalating students at risk for aggressive behavior will be scheduled for state required de-escalation and restraint training within 60 days. 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 (6) representatives from the District and six (6) representatives from the Association. Representation must be present from Elementary, Middle, and High School levels and include representation from Special Programs. This committee will meet three (3) times a year, facilitated by Human Resources (HR will not be a representative on the committee). The purpose of this committee is to review the District Behavior Guidelines, including the District's Multi-Tiered Systems of Support (MTSS) from each level, and to make recommendations for improvement, and suggest professional learning opportunities that support the interventions and strategies outlined in those plans.
- k. The building administrators will provide data regarding referrals and room clears to all impacted employees and the association.
- l. Disciplinary action pertaining to students with an IEP/504 will be handled according to State and Federal law, as per guidelines from their IEP and pursuant to the Behavior Support Plan/Safety Plan implemented with fidelity.

ARTICLE 25 - 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 their 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.

ARTICLE 26 – REHIRE AFTER RETIREMENT

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), 9 (Layoff and Recall), 14.3 (Unpaid Leaves), and 22 (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 completes 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.

ARTICLE 27 - PROFESSIONAL COMPENSATION

1. Salary Schedule: The basic salaries for Licensed employees covered by this Agreement shall be set forth in Appendix A.
2. Placement: The licensed employee 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) years. 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 Licensed employees in vocationally certified programs or Licensed employees 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 licensed employee 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. Licensed employees in vocationally certified programs may be given an additional vertical step for applicable vocational experience.
 - b. Longevity:

A licensed employee will receive the longevity pay specified on the salary schedule upon completing fifteen (15) years of employment with the District. Longevity pay shall be credited to the licensed employee as of whichever of the following dates is closest to, but after, the licensed employee's anniversary date: September 15, January 15, or April 15.
 - c. Horizontal Movement:

Licensed employees will be placed in the Bachelor's Degree column when they have been awarded a degree from an accredited institution. Licensed employees will be placed in the Bachelor's +24 or Bachelor's +45 column when they have completed the requirements. Licensed employees 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 employees 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 employees 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 their 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 licensed employee who completes course work, which qualifies them 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 bi-annually. Application and evidence must be received by September 15 and February 15th to be processed by the end of the following month.

d. 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. GAPS will offer direct deposit of paychecks to employees. 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 mail the employee checks in June. 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 licensed employee'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 licensed employee or volunteer, then the District retains the right to assign extra duty as necessary. A Licensed Employee who wants an extra duty position shall write to their 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. Licensed employees shall be compensated for seasonal extra duty assignments during the term of the assignment starting with the 25-26 school year.

1. **Coaching Experience:** Experience as assistant coach will be credited at two (2) years for one (1) in the same sport or activity towards head coaching level.
2. **Game Duty:** When Licensed employees are assigned game duties, they shall be reimbursed per session. See Appendix A-1 to define a session.
3. **Travel Reimbursement:** The district will reimburse employees at the Federal mileage rate for required travel expenses outside their routine commute to their assigned work location according to the district travel policy on the GAPS website.
4. **Saturday School:** shall be paid at the committee pay rate per hour.

5. **Student Store:** The Student Store Advisor at each high school shall not be assigned to study hall supervision.
6. **Special Education Teachers:** Special education teachers and speech pathologists who are responsible for writing IEPs shall be paid a stipend of 5.5% 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.
7. **Medicaid Billing Providers:**
 - a. All licensed bargaining unit members who are eligible to bill Medicaid may be required to do so.
 - b. All licensed bargaining unit members who are expected to bill Medicaid shall receive training from the District. If the training is outside the regular workday, the employee will be compensated at committee pay rate. If the training is outside of the 191-day contract, the licensed employee will be compensated at per diem rate.
 - c. All Medicaid billing providers will maintain active licensure, National Provider Identifier (NPI) numbers and Medicaid ID numbers. All licensed employee who are qualified to bill Medicaid will determine if the services are medically necessary. If services are deemed medically necessary by the provider, the provider will complete documentation necessary to bill for Medicaid eligible services. If a provider is not present at an IEP meeting the provider will provide in writing:
 - i. Each necessary and appropriate health service category including the nature and extent of therapeutic value for each service, the location of service delivery, and the amount, frequency and duration for each service.
 - d. District Nurses: The District Nurses will be responsible for renewing their license. The District Nurses are responsible for maintaining continuing education requirements under their license. Documentation of licensure must be provided to HR and Medicaid Billing Specialists upon renewal.
 - e. District Speech Language Pathologists (SLPs) will be responsible for renewing their license. The District SLPs are responsible for maintaining continuing education requirements under their license. Documentation of licensure must be provided to HR and the Medicaid Billing Specialist upon renewal.
 - f. Certified employees who bill Medicaid each of the 9-months of the school year will receive an annual stipend of \$1000 for billing services. Medicaid billing will be due on or before the 15th of each month, and should be submitted monthly.
8. **Summer School:** Licensed employees hired for summer school programs will be paid at per diem rate
9. **School Programs/Activities:** Some school programs outside the regular workday are considered a part of a Licensed employee's job. Building administrators may expect that bargaining unit members will attend 3 such programs/activities per year. The building administrator will notify the employee of the programs/activities at the beginning of the school year or as soon as reasonably possible, when schedules change. If additional programs/activities are requested beyond those mentioned above, and the bargaining unit member accepts, then the District will compensate the bargaining unit member with committee pay or trade time. These provisions do not include parent-teacher conferences (see Article 16.2G).
10. **Elementary Music Teachers:** Full time elementary music teachers shall provide up to 2 programs per year. Less than full time music teachers 0.2 - 0.9 FTE shall

provide up to 1 program per year. Any additional programs shall be paid at a per diem rate.

11. **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.

12. **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 1/MA per school year pro-rated according to their FTE in compensation.

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:

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

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.

Any payroll advance request made before 1:00 p.m. will be available to be picked up after two (2) working days. Requests submitted after 1:00 p.m. will be treated as a request on the following day. 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.

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 Licensed employees in writing at the beginning of each school year the process for obtaining materials and supplies.

h. Tax Sheltered Annuity:

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

\$95/\$47.50 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 \$95 monthly matching TSA contribution beginning in January 2006. Those employees in this category who are less than 0.50 FTE shall receive \$47.50 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.

\$75/\$37.50 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 \$75 monthly matching TSA contribution beginning in January 2006. Those employees in this category who are less than 0.50 FTE will receive \$37.50 monthly matching TSA contribution beginning January 2006.

\$65/\$32.50 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 \$65 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 \$32.50 monthly matching TSA contribution.

\$55/\$27.50 TSA: All employees hired after September 30, 2005, and who are contracted for at least 0.50 FTE will receive a \$55 monthly matching TSA contribution. Those employees in this category who are less than 0.50 FTE will receive \$27.50 monthly matching TSA contribution.

4. Extended Contracts:

Individuals employed on extended contracts by the District will be paid at a daily rate equal to 1/191th (per diem) of their base salary. Extended contracts which precede the regular contract year are effective July 1 of each contract year.

5. Families and Community Together (FACT) Employees:

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 performance as a FACT employee in the District. The FACT employees shall receive on its base the same increase as the Licensed employees salary schedule. FACT employees shall be compensated based on the Licensed Salary Schedule in Appendix A-1.

FACT employees' work sometimes necessitates availability outside of their regular working hours. FACT employees will work with their administrator through mutual agreement, to adjust their work schedule, and flex their hours as needed. If a crisis triggers the need for FACT employees, to work with administration and others to plan and collaborate on various procedures and protocols, and or to prepare a care room 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.

The district shall make reasonable effort to provide a suitable work space for employees to prepare, plan and conduct business that provides adequate privacy, in accordance with HIPPA and FERPA requirements.

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 (such as 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.

7. 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 licensed 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 may be required to work additional days outside of the 191 licensed teacher calendar.

Middle School Counselors will work and be compensated for four (4) 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) 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.

8. Albany Performing Arts Center APAC Manager as a GAPS Employee:

The Albany Performing Arts Center (APAC) manager position will have 180 minutes (2 class periods) in the A/B Block Schedule to complete the management and oversight tasks associated with the APAC and prepare the facility for afterschool and evening activities and events. This shall be in addition to their instructional prep time. The manager will also be paid a yearly stipend on the extra duty salary schedule.

9. Athletic Coordinator:

SAHS and WAHS Athletic Coordinators will be compensated with 15 additional days above the 191 day teacher contract they will also be paid \$15,760 identified as extra duty pay subject to yearly increases per the contract. (2023)

10. 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.

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.

11. 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 28 - PROFESSIONAL DEVELOPMENT AND PROFESSIONAL LEARNING COMMUNITIES (PLC)

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. Professional Development:

The District plan will provide Continuing Professional Development (CPD) opportunities at no expense to the licensed employee.

- a) Licensed employees 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) Licensed employees 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 Professional Development:

The District calendar committee may include as a part of its calendar recommendation to the Board designated dates for staff development. The Collaborative Steering Committee will build the professional development calendar for the following school year during the May meeting. The building of this calendar may include topics of focus of professional learning based on District and licensed employee needs. During the January meeting, the Collaborative Steering Committee will reassess and can make recommendations for any adjustments that are needed in the professional development calendar. If at any point the Employer seeks to implement recommendations from the Collaborative Steering Committee that would alter this agreement, an Ad hoc meeting of three (3) representatives from the administration and three (3) representatives of the Association will be needed to reach mutual agreement in writing regarding exceptions to this Article. For the purpose of maintaining their licensure, 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 Collaborative Steering Committee 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 191-day contract year. Teacher led Professional Learning Communities, medical training, and Vector training (safe schools) will not be counted in the 30 hours of staff development.

The District uses an early release Wednesday format. The first Wednesday of October, January, February, March, April and May will be Admin-Directed Professional Development and is not to exceed one hour. The remaining Wednesday's will be dedicated to teacher-led Professional Learning Communities (PLC's) and are not to exceed one hour. For teacher-led Wednesdays, Licensed employees will establish the agenda for their PLC's as described in Section 6 of this Article.

The employer can utilize up to thirty (30) hours for Staff Professional Development that is Admin Directed. The 30 hours will include:

- i) Fourteen (14) hours of Staff Professional Development scheduled during the first contract week.

- ii) Four (4) hours of Staff Professional Development on the State Professional Development In-Service Day, to be noted on the licensed staff calendar as SD (Staff Development)
- iii) Three (3) hours of Staff Professional Development in November to be noted on the licensed staff calendar as SD (Staff Development)
- iv) Three (3) hours of Staff Professional Development in April to be noted on the licensed staff calendar as SD (Staff Development)
- v) Six (6) hours Staff professional Development on the first Early Release Wednesday in October, January, February, March, April and May.

Specialist educators may be required to attend the building professional development if it is pertinent to the success of their students; this will be discussed with their building administrator. These Licensed employees will consult with their directors and administrators to determine the appropriate use of their time on these days.

6. Professional Learning Communities (PLC):

Professional Learning Communities (PLC) are a group of educators that meet regularly, share expertise, and work collaboratively to improve teaching skills and academic performance of students. The District uses an early release Wednesday format for the purpose of Professional Learning Communities except where outlined above in section 5, where Admin-Directed meetings, learning, and/or professional development will occur instead. The remaining Wednesday's will be dedicated to teacher-led Professional Learning Communities (PLC's) and are not to exceed one hour.

All PLC participation hours can be used towards Professional Development Units (PDU) to renew teacher licensing. Employees will follow the outlined expectations listed below for PLC time and content. Administrators and or their designees are encouraged to be a part of the process at any time. PLC's may be grouped in grade level, subject matter, or multi-grade groups. For teacher-led Wednesdays, Licensed employees will establish the agenda for their PLC's. PLC teams will work with their building leadership to report on team progress related to team goals supporting school improvement plans. An Association Building Representative will be included as a member of the Instructional Leadership Team (ILT) to assist in generating ideas for teacher directed PLC activities.

Licensed employees will have full autonomy as to how they respond to the four PLC questions:

- a) What knowledge and skills should every student acquire as a result of this unit of instruction?
- b) How will we know when each student has acquired the essential knowledge and skills?
- c) How will we respond when some students do not demonstrate mastery independently?
- d) How will we extend and enrich the learning for students who are already proficient?

Specialty Certified Members (i.e. Special Education, English Language Development Educators, Speech Language Pathologists, etc.) have different roles in supporting student success. There will be one PLC time per month (excluding the first Wednesday) with other district educators in the same role if possible.

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 Licensed 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 pay rate. If the session was half day or less (0 to 4 hours), the pay will be 4.0 hrs. x per diem 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 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. 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.

MOU: ARTICLE 28 PROFESSIONAL DEVELOPMENT

Memorandum of Understanding GAPS -GAEA Article 28 Professional Development

If the District provides proof they have purchased a new educational curriculum that requires professional development to adopt and implement, the Association agrees to a one time increase to the 30 hour cap on Professional Development to 38 hours for that particular school year for the educators who will be utilizing the curriculum. The additional 8 hours can only be used for implementation of the particular curriculum that was purchased.

This MOU will expire with the ratification of the successor agreement.

For the District:



GAPS Superintendent

9-24-25

Date

For the Association:



GAEA President

9/24/25

Date

ARTICLE 29 - MILEAGE

1. Any Licensed employee who, with prior District approval, drives students in their 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 Licensed 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. Licensed Employees shall complete a mileage reimbursement form in a timely manner.

ARTICLE 30 - 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 paid to Licensed employees appointed by the District to committees, which meet outside the employee's regular workday at the rate of \$42.50 per hour for the 2024-2025 School Year. All Hours required outside of the regular workday will be paid out at the Licensed Employees per diem rate.
2. Committee pay for the 2025-2026 school year will be increased to \$47.50 per hour.
3. Committee pay for the 2026-2027 school year will be increased to \$50.00 per hour. For subsequent years, the rate will be increased for inflation by the rate listed by the Western States Consumer Price Index on April 15th.
4. Employees will be paid per diem for any required District training or committee work outside of the 191-day calendar.
5. All hours during the normal workday during the 191-day calendar will be at per diem (not committee pay) even if serving on committees.

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 31- NEW LICENSED EMPLOYEES

New Hire Induction Week:

Licensed employees 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 four days of no more than 8 hours each.

- a. Compensation for attendance will be as follows:

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

The District will allow every new licensed 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 licensed employee to meet with the association. These Licensed employees will also be invited to attend the new hire induction week in August of the following year.

New Licensed Employees Welcome Package:

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

- A one-time \$200 additional classroom budget allowance to be used for school/classroom supplies, selected by the licensed employee for their first year upon completion of attending

new hire induction week. Any Licensed Employee hired after the new hire induction week of that year will also receive the \$200.

- One day of paid release time each semester will be provided for Licensed employees during their first year in order to prepare lesson plans, observe other Licensed 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 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. The presenter and food will be provided by the Association.

New Staff Academy:

During the contract work year, new Licensed employees will be offered the opportunity to attend 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 Licensed employees 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.

ARTICLE 32- STUDENT TEACHER SUPERVISORS

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

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

ARTICLE 33 - STRIKES AND LOCKOUTS

1. The Association and its members shall not initiate, cause, or participate or join in any strike, work stoppage, slowdown, unlawful picketing or other restriction of work directed against the District or refuse to cross any picket line directed at the District as the result of a labor dispute during the term of this Agreement.
2. The District agrees not to lock out employees during the term of this Agreement.
3. This Article does not apply if lawful negotiations occur during the term of this Agreement based upon the Board or Association's request to enter into collective bargaining under the terms of Article 35 - Funding, or under Article 37.

ARTICLE 34 - DISTRICT FUNCTIONS

1. It is recognized that the Board has and will continue to retain the rights and responsibilities to operate and manage the school system and its programs, facilities, properties and activities of its employees, except as limited by this Agreement and applicable state law.
2. Without limiting the generality of the foregoing (paragraph 1 above), it is expressly recognized that the Board's operational and managerial responsibility includes
 - a) The right to determine location of the schools and other facilities of the school system.
 - b) The determination of the financial policies of the District, including the general accounting procedures, inventory and supplies, equipment procedures, and public relations.
 - c) The determination of the management, supervisory or administrative organization of each school or facility in the system and the selection of employees for promotion to supervisory, management or administrative positions.
 - d) The maintenance, control, and use of the school system properties and facilities.
 - e) The determination of safety, health, and property protection.
 - f) The maintenance, control, and use of the school system properties and facilities.
 - g) The right to enforce policies, rules, and regulations now in effect and to establish new policies, rules, and regulations from time to time not in conflict with this Agreement.
 - h) The direction and arrangement of all the working forces in the system, including the right to hire, suspend, discharge and discipline employees.
 - i) The creation, combination, modification, or elimination of any positions.
 - j) The determination of the size of the working force, the allocation and assignment of work to employees, the determination of policies affecting the selection of employees, and the establishment of quality standards and judgments of employee performance.
 - k) The approval and authorization of the processes, techniques, methods and means of teaching, and the subjects to be taught.
 - l) The right to schedule classes and assign workloads and to approve and authorize textbooks, teaching aids, and materials.
3. **Subcontracting:** Nothing in the Agreement shall limit in any way the District's contracting or subcontracting of work or shall require the District to continue in existence any of its present programs in their present form and/or location or on any other basis. The District shall bargain upon demand over the contracting or subcontracting of work as defined by the Employment Relations Board in interpreting the public Employee Collective Bargaining Act (ORS 243.650 et. seq.) using the expedited process outlined in Article 37.
4. **ELL and LEP Temporary Help:** The District may use temporary help in servicing ELL or LEP students, such as tutors, educational assistants or program assistants [special education assistants]. This temporary help is to provide assistance until the student(s) can be placed in the regular model. The temporary assistance shall last no longer than 60 student contact days.
5. **Materials and Supplies:** The District will give its staff members, in each building, a timely opportunity to give notice of needs for the upcoming budget process.
6. **Personal Items:** Employees will register personal items brought to classrooms for instructional purposes. This may be done either in writing or via email to the building principal or designee for approval. This list should include an estimate of the replacement value of each item. The principal will confirm registration either by email reply or in writing for those items approved for instructional use. Approval does not mean the district agrees with the estimated value of the items. Items are registered so that a record is kept of personal items at work in case of fire, natural disaster or

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

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

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

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

ARTICLE 35 – FUNDING

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

ARTICLE 36 - SAVINGS-SEPARABILITY

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

ARTICLE 37 - CHANGES DURING THE TERM OF THE CONTRACT

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

1. If, during the life of this Agreement, the District incurs a bargaining obligation under PECBA, the provisions of ORS 243.698 shall apply, except as modified below.
 - a. The Association will be advised in writing of any proposed change in the status quo of mandatory subjects prior to the implementation. Any such proposal shall include sufficient information to allow the Association to assess its impact. The Association shall have fourteen (14) calendar days from receipt of notice to submit a demand to bargain.

- b. If no agreement is reached within forty-five (45) calendar days from the date of the Association's demand to bargain, mediation shall be initiated. If a mediator cannot be timely assigned, the parties agree to fulfill their legal obligation to mediate by a conference call to the State Conciliation Division.
 - c. If no agreement is reached after fifteen (15) days from the beginning of mediation, impasse may be declared, which shall initiate a thirty (30) day "cooling-off" period. If the District intends to unilaterally implement, at or after the expiration of the "cooling-off" period, a change in the status quo concerning a mandatory item, the District must give the Association ten (10) days notice. Upon ten (10) days written notice to the District by the Association shall have the right to strike in case of such a unilateral implementation.
2. The Board and the Association each waive the right to bargain on any matter during the life of this Agreement except where the District desires to change the status quo concerning a mandatory subject of bargaining, when the provisions of section 1 above shall apply.
 3. Reopening Requests: If any party wishes to bargain a change in this contract during the life of this agreement, both the Association and the District must mutually agree to bargain the change and the tentative agreement will be reduced to writing and must be ratified by both parties. If either party refuses to bargain, the contract shall not be changed.

At the time of the request to bargain and if both parties have mutually agreed to bargain, the District and Association shall agree to timelines and the process under which they will proceed. These ground rules shall be in writing and signed by both parties. The timelines shall be the maximum required by law, unless both parties agree to extend the timelines. Mediation shall be included in the process as needed. Upon request, if either party refuses to open the contract, written reasons for the refusal shall be given.

ARTICLE 38 – COMPLIANCE

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

ARTICLE 39 - 21ST CENTURY SITE COUNCILS

1. The workload of the 21st century Site Councils shall remain within the specified duties in ORS 329.704, 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 Licensed employees 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 Licensed employees. 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 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 of pay for Licensed employees. The District will provide funds for compensation for Site Council meetings not to exceed \$2000 per year per building.
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 40 - 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 nurses schedule contained in the contract. The project coordinator will be paid at a rate ten percent (10%) above the nurse and social workers. The basic salary will actually be determined as the daily rate for the nurse multiplied by the number of workdays.
3. If the annual work schedule will involve 233 duty days over a 12-month period, included in those 233 duty days will be seven (7) paid holidays (Labor Day, Veteran's Day, Thanksgiving, Christmas, New Year's Day, Memorial Day and July 4). The actual scheduling of work times and workdays will need the approval of the supervisor.
4. If the District receives an extension of the grant that supports the integrated health and social services project, this agreement will be reviewed by both the District and the Association with the understanding that some changes may be appropriate.

ARTICLE 41 - 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, they should report it immediately to their immediate supervisor and District Safety Committee in writing; including a statement of the problem and 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. The association can appoint a representative to the district safety committee.

If an employee is exposed to an unsafe working condition that threatens substantial bodily injury or would be a significant health hazard they should immediately remove themselves and others under their supervision from such conditions and report it to their immediate supervisor and/or initiate emergency protocols.

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 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.

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 communications received by the District in accordance with ORS 339.327.

No employee will suffer a negative evaluation or any adverse employment action or reprisal in retaliation for reporting safety concerns of the District.

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. **Healthy Learning Environments** (Formerly 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.
 - a. the district shall provide emergency protocols at all worksites
 - b. the district will develop an actionable plan that identifies and prioritizes relief and/or mitigation of issues identified during the initial safety committee inspection checklist conducted at each building.
 - c. When projected temperatures inside buildings may reach below (60) degrees and/or the heat index reaches a moderate level of risk as identified by OSHA recommended standards, (refer to the District Heat Illness Prevention Plan) the district will consider the following for the Licensed employees work setting;
 - i. Alternative teaching/learning spaces for staff and students; or
 - ii. Utilization of early release or school closures; or
 - iii. Alternative work spaces, including but not limited to working from home, for Licensed employees outside of the school day or non-student contact days. This will be with mutual agreement with a building principal.
 - d. Every building will have a school safety plan that will include plans for having access to communications during emergencies.
 - e. The district will work collaboratively with outside agencies, such as the Albany Police and Fire Department, to identify opportunities to improve security and safety measures. The district will include items identified into a comprehensive plan for Facilities Capital Projects. Progress on this plan will be shared with the District Safety Committee.
 2. The procedure for dealing with health and safety concerns will be shared annually in August by administrators with their Licensed employees. Concerns should be addressed to building representatives, administrators, and/or GAEA president.

The procedures will include that the Risk Manager shall:

 - a. Make available Board Policy ER-AR (1) and Administrative Rule (GBEAR (1) (2) and Article 41 of the GAEA/GAPS collective bargaining agreement.
 - b. E-mail and hard copy to all employees twice per year on safety compliance procedures.
 - c. In-service District administrators annually.
 - d. Review OSHA compliance list and send out every year.
 - e. Review accident/incident reports annually with the Facilities Director. These shall be available to staff.
 - f. Review annually with the district safety committee and implement the district heat illness prevention plan with all staff.
 3. Building principals will ensure that:

- a. A list of Safety Committee members is posted each year. The association will be given the opportunity to appoint one Licensed employee from the GAEA bargaining unit.
 - b. Safety Committee responsibilities are included in the staff handbook.
 - c. Minutes of the Safety Committee are posted.
 - d. A report is made to staff in the building regarding any concerns raised by the Safety Committee representatives from the building.
4. 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.

ARTICLE 42 – EXPANDED CREDIT OPTIONS

1. The District and the Association mutually recognize the benefit in pursuing expanded educational opportunities for all students. Such opportunities enrich the traditional educational program and may reflect the use of technology, participation in educational partnerships, and/or the use of existing resources and District personnel differently in order to meet the emerging needs of students in the 21st century.
 - a. Definition and purpose: Oregon's standards-based system provides students opportunities to earn credits in a number of expanded ways. Expanded Credit Options (ECO) are credit options that are not delivered in the traditional classroom setting. Options are developed by the District, the school, or the teachers to provide learning in a manner that expands the learning environment to include, but not limited to, cyber and/or electronic learning, community-based learning, independent study, or proficiency-based credits. Expanded Credit Options meet the needs of students by providing opportunities to earn credits towards graduation. b. Expanded Credit Options serve the following purposes:
 - Offer individual or small group flexibility to meet students' needs, interests, and rate and level of learning.
 - Create additional options for students based on Oregon's high standards and broad accountability system.
 - Provide classes that are not offered in the regular curriculum.
 - Provide classes for students that cannot attend regular classes.
 - Measure learning through a portfolio of artifacts that reflect sufficiency and proficiency, rather than the traditional Carnegie unit.
2. The following conditions shall apply when using an Expanded Credit Option (ECO):
 - a. Students participating in ECO will report directly to licensed teachers in the bargaining unit.
 - b. As a result of the Districts utilization of the ECO programs, no current employee will be laid off or reduced in hours or days.
 - c. Time will be provided within the teacher workday to work with assigned students.
 - d. If the ECO is in addition to a teacher's other regular classes, the enrollment in such a course should be limited to a very few students.
 - e. Participation for a bargaining unit member shall be voluntary unless an actual class period is assigned or compensation is provided.
 - f. The ECO shall not take place during a bargaining unit member's preparation time without the members permission.

- g. If an ECO causes a teacher to work beyond the 191 contract days, then an extended contract shall be issued as per Article 27.
 - h. If the assignment of an ECO is in addition to a full workload, and it is not voluntary, then compensation will occur by either releasing the teacher from a portion of their assignment or adding additional FTE. If the FTE is increased, the agreement will be reduced to writing, and a copy sent to the Association.
3. If the District wishes to begin offering its own stand-alone Cyber Classes, it will notify the association in writing and will bargain the issue with the association.

ARTICLE 43 - TERM OF AGREEMENT

- 1. The Agreement shall be binding on both parties, and shall remain in full force and effect through June 30, 2027. This Agreement shall not be extended orally. Should no new Agreement be ratified by June 30, 2027. This Agreement shall remain in full force until a successor agreement is reached or until 30 days after the final offers are published by the Conciliation Service, whichever occurs first.
- 2. The basic and extra duty salary schedules and District paid insurance premium provisions in this Agreement shall be subject to renegotiations in the event that additional budgeting or financial restraints are placed on the District by constitutional amendment or by legislative action relating thereto prior to the implementation of these economic increases.
- 3. This Agreement shall not be modified in whole or in part by the parties except by an instrument, in writing, duly executed by both parties.
- 4. This agreement shall include all Tentative Agreements plus current contract language.
- 5. Either party wishing to initiate the negotiation of a successor Agreement shall notify the other party, in writing, not later than January 15, 2027. The parties agree to commence such negotiations no later than February 1, 2027. Failure to give notice prior to January 15 shall not be a bar to negotiations.
- 6. The duration of this contract shall be until June 30, 2027.

APPENDIX A - SALARY SCHEDULE & OTHER COMPENSATION

2024-2025 Wage Table (7% COLA, 9% Longevity)

191 days	BA	BA24	BA45	MA / BA60	BA69wMA / MA24 / BA85	BA90wMA / MA45 / BA 105
Step 1	\$48,810	\$49,862	\$50,915	\$53,016	\$55,117	\$57,218
Step 2	\$50,914	\$51,965	\$53,017	\$55,118	\$57,219	\$59,320
Step 3	\$53,015	\$54,066	\$55,118	\$57,219	\$59,320	\$61,421
Step 4	\$55,116	\$56,166	\$57,219	\$59,320	\$61,421	\$63,523
Step 5	\$57,218	\$58,270	\$59,321	\$61,422	\$63,524	\$65,625
Step 6	\$59,320	\$60,372	\$61,423	\$63,525	\$65,626	\$67,728
Step 7	\$61,421	\$62,474	\$63,525	\$65,626	\$67,728	\$69,829
Step 8	\$63,524	\$64,575	\$65,627	\$67,729	\$69,830	\$71,930
Step 9	\$65,626	\$66,677	\$67,730	\$69,831	\$71,931	\$74,033
Step 10	\$67,727	\$68,777	\$69,830	\$71,930	\$74,032	\$76,133
Step 11		\$70,879	\$71,930	\$74,032	\$76,133	\$78,234
Step 12			\$74,032	\$76,133	\$78,234	\$80,336
Step 13				\$78,234	\$80,336	\$82,437
Step 14				\$80,336	\$82,437	\$84,536
Step 15				\$82,437	\$84,536	\$86,639
Longevity	\$70,436	\$73,714	\$79,696	\$88,258	\$90,398	\$92,540

2025-2026 Wage Table (4.5% COLA, 5.5% Longevity)

191 days	BA	BA+24	BA+45	MA / BA+60	BA+69wM A / MA+24 / BA+85	BA+90wMA / MA+45 / BA+ 105
Step 1	\$51,007	\$52,106	\$53,206	\$55,402	\$57,597	\$59,793
Step 2	\$53,205	\$54,303	\$55,403	\$57,598	\$59,794	\$61,989
Step 3	\$55,401	\$56,499	\$57,598	\$59,794	\$61,989	\$64,185
Step 4	\$57,596	\$58,694	\$59,794	\$61,989	\$64,185	\$66,381
Step 5	\$59,793	\$60,892	\$61,990	\$64,186	\$66,382	\$68,578
Step 6	\$61,989	\$63,088	\$64,187	\$66,383	\$68,579	\$70,776
Step 7	\$64,185	\$65,285	\$66,383	\$68,579	\$70,776	\$72,972
Step 8	\$66,382	\$67,480	\$68,581	\$70,777	\$72,973	\$75,167
Step 9	\$68,579	\$69,678	\$70,778	\$72,974	\$75,168	\$77,365
Step 10	\$70,774	\$71,872	\$72,973	\$75,167	\$77,364	\$79,559
Step 11		\$74,068	\$75,167	\$77,364	\$79,559	\$81,755
Step 12			\$77,364	\$79,559	\$81,755	\$83,951
Step 13				\$81,755	\$83,951	\$86,147
Step 14				\$83,951	\$86,147	\$88,341
Step 15				\$86,147	\$88,341	\$90,538
Longevity	\$74,310	\$77,768	\$84,080	\$93,113	\$95,370	\$97,630

2026-2027 Wage Table to be added (3-5% adjusted to Western States CPI)

All other compensation including Extra Duty will also be increased the same percentage as agreed yearly salary schedule increase.

	2024-25	2025-26	2025-27
Albany Performing Arts Center (APAC)	\$46.17	\$48.02	\$48.98
Committee Pay	\$42.50	\$47.50	\$50.00
Driving Training	\$34.04	\$35.40	\$36.11
Game Duty – Cert/Class	\$48.15	\$50.08	\$51.08
Game Duty – Non-Staff	\$35.04	\$36.44	\$37.17
High School Athletic Coordinator	\$15,760.00	\$16,390.40	\$16,718.21
Induction Coordinator	\$5,682.10	\$5,909.38	\$6,027.57
Lead Scorer	\$26.53	\$27.59	\$28.14
Mentor Teacher	\$3,058.28	\$3,180.61	\$3,244.22
Middle School Athletic Coordinator	\$5,000.00	\$5,200.00	\$5,304.00
Saturday School	\$37.62	\$39.12	\$39.91
Scorer	\$21.27	\$22.12	\$22.56
Site Council--more than 40 FTE	\$6,876.94	\$7,152.02	\$7,295.06
Site Council--less than 40 FTE	\$4,761.80	\$4,952.27	\$5,051.32
Summer School	\$37.44	\$38.94	\$39.72
Track Meets	\$31.82	\$33.09	\$33.75
Tutors	\$25.53	\$26.55	\$27.08
WAHS Summer Learning Center	\$36.68	\$38.15	\$38.91

Game Duty

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

1. Types of Duties

The duties that staff are hired to perform that defines “game duty” are crowd control, ticket seller, ticket taker, score keeper, timekeeper, and any other duties determined by the District. These duties are not positions. One staff person may be performing more than one a session. Although crowd control is described as a duty, all staff, regardless of their assignment, duty at a time during is responsible for student behavior in and around their posts.

2. Arrival Time

Scorekeepers, timekeepers, and crowd control arrive 20 minutes before game/match time.

3. **Ticket sellers and ticket takers** arrive 30 to 45 minutes before game time and ends according to the following schedule.

Volleyball: End of 2nd game in varsity match

Basketball: End of 3rd quarter of each game

Football: End of 3rd quarter of each game

Wrestling: Approximately 3/4 time through the match.

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

4. Track Meets

Track meets will be scheduled as one session, with the exception of twilight meets, which will be scheduled as two sessions. All day meets shall be computed at 3.0 hours equaling one session.

For all track meets the following shall apply:

- Finish line: 1 session, finish line judge 2 sessions
- Head timer: 2 sessions
- Scorekeeper: if one, 2 sessions, if two 1 session
- Field event: 1 session
- Starter: 2 sessions
- Announcer: 1 session

5. Lead Scorer

The duties of Lead Scorer will be to score papers and serve as a resource for other scorers. Should a discrepancy in scoring occur, the Lead Scorer shall resolve the final score.

6. Instructional Technology Coordinator

The duties of the instructional technology coordinator will be to do minor troubleshooting of technology and assist staff with questions regarding the use of technology for instruction. If no qualified certified member is interested, the principal may reallocate the stipend to meet the building needs. Technology meetings that take place beyond the contract day will be at committee pay. Building principals will submit a plan to the District Leadership Team (DLT) by the end of September as to how technology needs will be handled in their buildings

APPENDIX B ATHLETICS & ACTIVITIES/EXTRA DUTY PAY SCHEDULE

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

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

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

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

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

APPENDIX B-1 EXTRA DUTY PAY

Athletics 2024-2025	Emp 0-2	Emp 3+	Non Staff 0-2	Non Staff 3+
BASKETBALL - HEAD	6,500	7,418	4,876	5,566
FOOTBALL- HEAD	6,500	7,418	4,876	5,566
VOLLEYBALL - HEAD	6,500	7,418	4,876	5,566
WRESTLING - HEAD	6,500	7,418	4,876	5,566
BASEBALL - HEAD	5,517	6,292	4,139	4,720
SOCCER - HEAD	5,517	6,292	4,139	4,720
SOFTBALL - HEAD	5,517	6,292	4,139	4,720
SWIMMING - HEAD	5,517	6,292	4,139	4,720
TRACK - HEAD	5,517	6,292	4,139	4,720
ATHLETIC COORD. - M.S.	4,597	5,248	3,450	3,936
CROSS COUNTRY - HEAD	4,597	5,248	3,450	3,936
BASEBALL - ASSISTANT	4,017	4,585	3,013	3,438
BASKETBALL - ASSISTANT	4,017	4,585	3,013	3,438
FOOTBALL - ASSISTANT	4,017	4,585	3,013	3,438
GOLF - HEAD	4,017	4,585	3,013	3,438
SOFTBALL - ASSISTANT	4,017	4,585	3,013	3,438
TENNIS - HEAD	4,017	4,585	3,013	3,438
TRACK - ASSISTANT	4,017	4,585	3,013	3,438
VOLLEYBALL - ASSISTANT	4,017	4,585	3,013	3,438
WRESTLING - ASSISTANT	4,017	4,585	3,013	3,438
CROSS COUNTRY - ASSISTANT	2,850	3,248	2,138	2,439
GOLF - ASSISTANT	2,850	3,248	2,138	2,439
SOCCER - ASSISTANT	2,850	3,248	2,138	2,439
SWIMMING - ASSISTANT	2,850	3,248	2,138	2,439
TENNIS - ASSISTANT	2,850	3,248	2,138	2,439
TRACK - M.S.	2,026	2,316	1,519	1,734
VOLLEYBALL - M.S.	2,026	2,316	1,519	1,734
WRESTLING - M.S.	2,026	2,316	1,519	1,734

Activities 2024-2025	Emp 0-2	Emp 3+	Non Staff 0-2	Non Staff 3+
BAND DIRECTOR - H.S.	4,093	4,672	3,071	3,508
VOCAL MUSIC DIRECTOR - H.S.	3,581	4,087	2,687	3,067
CHEER - HEAD H.S.	3,581	4,087	2,687	3,067
LEADERSHIP - H.S.	3,581	4,087	2,687	3,067
ANNUAL ADVISOR - H.S.	3,066	3,497	2,299	2,623
DANCE TEAM ADVISOR - H.S.	3,066	3,497	2,299	2,623
DRAMA ADVISOR - H.S.	3,066	3,497	2,299	2,623
FORENSICS ADVISOR - H.S.	3,066	3,497	2,299	2,623
NEWSPAPER ADVISOR - H.S.	3,066	3,497	2,299	2,623
CHEER - ASSISTANT - H.S.	2,044	2,331	1,531	1,748
BAND DIRECTOR - M.S.	2,044	2,331	1,531	1,748
VOCAL MUSIC DIRECTOR - M.S.	2,044	2,331	1,531	1,748
PEP BAND DIRECTOR	869	990	651	745
CLASS ADVISOR - H.S.	869	990	651	745
DEPARTMENT CHAIR - H.S.	869	990	651	745
CLUB ADVISOR	869	990	651	745
COMPUTER TECH COORD	869	990	651	745
APAC MANAGER	6,500	7,418	4,876	5,566
AC COORD	15,760	15,760	15,760	15,760

Athletics 2025-2026	Emp 0-2	Emp 3+	Non Staff 0-2	Non Staff 3+
BASKETBALL- HEAD	6,760	7,715	5,071	5,789
FOOTBALL- HEAD	6,760	7,715	5,071	5,789
VOLLEYBALL - HEAD	6,760	7,715	5,071	5,789
WRESTLING - HEAD	6,760	7,715	5,071	5,789
BASEBALL - HEAD	5,738	6,544	4,305	4,909
SOCCER - HEAD	5,738	6,544	4,305	4,909
SOFTBALL - HEAD	5,738	6,544	4,305	4,909
SWIMMING - HEAD	5,738	6,544	4,305	4,909
TRACK - HEAD	5,738	6,544	4,305	4,909
ATHLETIC COORD. - M.S.	4,781	5,458	3,588	4,093
CROSS COUNTRY - HEAD	4,781	5,458	3,588	4,093
BASEBALL - ASSISTANT	4,178	4,768	3,134	3,576
BASKETBALL - ASSISTANT	4,178	4,768	3,134	3,576
FOOTBALL - ASSISTANT	4,178	4,768	3,134	3,576
GOLF - HEAD	4,178	4,768	3,134	3,576
SOFTBALL - ASSISTANT	4,178	4,768	3,134	3,576
TENNIS - HEAD	4,178	4,768	3,134	3,576
TRACK - ASSISTANT	4,178	4,768	3,134	3,576
VOLLEYBALL - ASSISTANT	4,178	4,768	3,134	3,576
WRESTLING - ASSISTANT	4,178	4,768	3,134	3,576
CROSS COUNTRY - ASSISTANT	2,964	3,378	2,224	2,537
GOLF - ASSISTANT	2,964	3,378	2,224	2,537
SOCCER - ASSISTANT	2,964	3,378	2,224	2,537
SWIMMING - ASSISTANT	2,964	3,378	2,224	2,537
TENNIS - ASSISTANT	2,964	3,378	2,224	2,537
TRACK - M.S.	2,107	2,409	1,580	1,803
VOLLEYBALL - M.S.	2,107	2,409	1,580	1,803
WRESTLING - M.S.	2,107	2,409	1,580	1,803

Activities 2025-2026	Emp 0-2	Emp 3+	Non Staff 0-2	Non Staff 3+
BAND DIRECTOR - H.S.	4,257	4,859	3,194	3,648
VOCAL MUSIC DIRECTOR - H.S.	3,724	4,250	2,794	3,190
CHEER - HEAD H.S.	3,724	4,250	2,794	3,190
LEADERSHIP - H.S.	3,724	4,250	2,794	3,190
ANNUAL ADVISOR - H.S.	3,189	3,637	2,391	2,728
DANCE TEAM ADVISOR - H.S.	3,189	3,637	2,391	2,728
DRAMA ADVISOR - H.S.	3,189	3,637	2,391	2,728
FORENSICS ADVISOR - H.S.	3,189	3,637	2,391	2,728
NEWSPAPER ADVISOR - H.S.	3,189	3,637	2,391	2,728
CHEER - ASSISTANT - H.S.	2,126	2,424	1,592	1,818
BAND DIRECTOR - M.S.	2,126	2,424	1,592	1,818
VOCAL MUSIC DIRECTOR - M.S.	2,126	2,424	1,592	1,818
PEP BAND DIRECTOR	904	1,030	677	775
CLASS ADVISOR - H.S.	904	1,030	677	775
DEPARTMENT CHAIR - H.S.	904	1,030	677	775
CLUB ADVISOR	904	1,030	677	775
COMPUTER TECH COORD	904	1,030	677	775
APAC MANAGER	6,760	7,715	5,071	5,789
AC COORD	16,390	16,390		

Athletics 2026-2027	Emp 0-2	Emp 3+	Non Staff 0-2	Non Staff 3+
BASKETBALL- HEAD	6,895	7,869	5,172	5,904
FOOTBALL- HEAD	6,895	7,869	5,172	5,904
VOLLEYBALL - HEAD	6,895	7,869	5,172	5,904
WRESTLING - HEAD	6,895	7,869	5,172	5,904
BASEBALL - HEAD	5,852	6,675	4,391	5,007
SOCCER - HEAD	5,852	6,675	4,391	5,007
SOFTBALL - HEAD	5,852	6,675	4,391	5,007
SWIMMING - HEAD	5,852	6,675	4,391	5,007
TRACK - HEAD	5,852	6,675	4,391	5,007
ATHLETIC COORD. - M.S.	4,876	5,567	3,660	4,175
CROSS COUNTRY - HEAD	4,876	5,567	3,660	4,175
BASEBALL - ASSISTANT	4,261	4,864	3,196	3,647
BASKETBALL - ASSISTANT	4,261	4,864	3,196	3,647
FOOTBALL - ASSISTANT	4,261	4,864	3,196	3,647
GOLF - HEAD	4,261	4,864	3,196	3,647
SOFTBALL - ASSISTANT	4,261	4,864	3,196	3,647
TENNIS - HEAD	4,261	4,864	3,196	3,647
TRACK - ASSISTANT	4,261	4,864	3,196	3,647
VOLLEYBALL - ASSISTANT	4,261	4,864	3,196	3,647
WRESTLING - ASSISTANT	4,261	4,864	3,196	3,647
CROSS COUNTRY - ASSISTANT	3,023	3,445	2,268	2,587
GOLF - ASSISTANT	3,023	3,445	2,268	2,587
SOCCER - ASSISTANT	3,023	3,445	2,268	2,587
SWIMMING - ASSISTANT	3,023	3,445	2,268	2,587
TENNIS - ASSISTANT	3,023	3,445	2,268	2,587
TRACK - M.S.	2,149	2,457	1,611	1,839
VOLLEYBALL - M.S.	2,149	2,457	1,611	1,839
WRESTLING - M.S.	2,149	2,457	1,611	1,839

Activities 2026-2027	Emp 0-2	Emp 3+	Non Staff 0-2	Non Staff 3+
BAND DIRECTOR - H.S.	4,342	4,956	3,258	3,721
VOCAL MUSIC DIRECTOR - H.S.	3,799	4,335	2,850	3,253
CHEER - HEAD H.S.	3,799	4,335	2,850	3,253
LEADERSHIP - H.S.	3,799	4,335	2,850	3,253
ANNUAL ADVISOR - H.S.	3,252	3,710	2,439	2,782
DANCE TEAM ADVISOR - H.S.	3,252	3,710	2,439	2,782
DRAMA ADVISOR - H.S.	3,252	3,710	2,439	2,782
FORENSICS ADVISOR - H.S.	3,252	3,710	2,439	2,782
NEWSPAPER ADVISOR - H.S.	3,252	3,710	2,439	2,782
CHEER - ASSISTANT - H.S.	2,168	2,473	1,624	1,854
BAND DIRECTOR - M.S.	2,168	2,473	1,624	1,854
VOCAL MUSIC DIRECTOR - M.S.	2,168	2,473	1,624	1,854
PEP BAND DIRECTOR	922	1,050	691	790
CLASS ADVISOR - H.S.	922	1,050	691	790
DEPARTMENT CHAIR - H.S.	922	1,050	691	790
CLUB ADVISOR	922	1,050	691	790
COMPUTER TECH COORD	922	1,050	691	790
APAC MANAGER	6,895	7,869	5,172	5,904
AC COORD	16,718	16,718	0	0

Notes:

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

Any combination of middle school/high school music will result in the larger amount being paid if the assignment is 0.5 or more at the high school.

APPENDIX B-2 EXTENDED SEASON FOR ATHLETIC COACHES

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

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

APPENDIX B-3 HIGH SCHOOL ATHLETIC COORDINATORS

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

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

The pay for these positions shall be determined by adding extra duty compensation to the amount listed in Appendix A, and increase to the pay of the staff member's position on the regular salary schedule. In addition, a fifteen-day extended contract paid at per diem, outside of the regular teachers' calendar, is a part of the expectations of this position. These days may be divided into portions of days. These fifteen days may be used before or after the regular school year as determined by the Athletic Coordinator and their supervisor.

APPENDIX B-4 FIRST AID CERTIFICATION

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

1. The School District shall require all high school and middle school athletic coaches as well as coaches of cheer 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 licensed employee 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 Licensed employee as is possible. A schedule of classes will be provided to the licensed employees. 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 licensed employees can always take the training on regular duty time. Licensed Employees may have to take the training during an evening or as otherwise arranged on their personal time. If licensed employees are directed by the District to complete a required training to maintain compliance with ORS 342.664 outside the contract day they will be paid at their per diem rate using an exception time sheet for this purpose.
3. The District shall properly plan and follow ORS 342.664 and OAR 581-022-2220 regarding First Aid/CPR/AED
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-5 MENTOR AND TEACHER INDUCTION PROGRAMS

The mentoring program, as described in this Appendix, relates to the legislative program [ORS 329.790](#).

This language shall remain in the contract so that it may apply if the legislature (or the District) funds the program again in the future.

1. No teacher will be designated as a mentor teacher unless agreeing to be such.
2. No mentor teacher shall evaluate a teacher for purposes of [ORS 342.805 to 342.955](#).
3. The District agrees not to increase the workload of a teacher as a result of release time used by mentor teacher.
4. The mentor teacher pay shall be \$2,932.34 for 2021-22. For 2022-23, their pay will increase the same percentage as the base increase on the regular salary schedule.
Mentor Teacher = \$ 2,932.34 (2021-2022) / \$2998.32 (2022-2023) / \$3058.28 (2023-2024)
5. A mentor teacher shall be assigned to no more than one (1) beginning teacher.
6. Work performed, not including study and training to develop his/her own skills, by an induction coordinator beyond the workday or work year shall be paid at the contracted committee rate.
7. Expenses for coursework required by the District of coordinators shall be paid by the District. Actual classroom time will not be compensated.
8. The induction coordinators shall be paid \$5,448.10 for 2021-2022. For 2021-22, their pay will increase the same percentage as the base increase on the regular salary schedule.
Induction Coordinator = \$ 5,448.10 (2021-2022) / \$5570.68 (2022-2023) / \$5682.10 (2023-2024)
9. This Article will be in effect only insofar as mentor and teacher induction programs are funded by state and/or local funds. Should funding for these programs be available but at a reduced level, the District and Association will bargain over a reduced level of compensation commensurate with reduced duties of serving as a mentor teacher or teacher induction coordinator. Any mentor program that is not directly sponsored or governed by the District does not apply to this Appendix.

APPENDIX B-6 TOSA & PROGRAM SPECIALIST GUIDELINES

The role of the TOSA (Teacher on Special Assignment/Program Specialist):

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

Do's and Don'ts for the TOSA:

- ☐ Do work closely with teachers and assist them when asked to help.
- ☐ Don't intrude into a teacher's classroom unless you have specific business, were invited, or have made arrangements.
- ☐ Do offer constructive advice when asked.
- ☐ Don't be critical of teaching skills, styles, or behaviors.
- ☐ Do approach compliance or fidelity issues in a constructive and supportive manner.
- ☐ Don't undermine staff members with reports to their supervisor.
- ☐ Do discuss concerns directly with staff members as soon as possible. If concerns persist, speak confidentially to the supervisor.
- ☐ Don't assume that people know what your position entails. Be open and explain.
- ☐ Do make sure to speak with teachers when visiting their classrooms to let them know the purpose of your visit.
- ☐ Don't mistake assistance for supervision or evaluation. Your role is to assist and to monitor.
- ☐ Supervision and evaluation are roles for administrators.
- ☐ Do work with your supervisor to explain and clarify your role with staff members.

APPENDIX C INSURANCE

1. The District shall provide contributions toward the following insurance benefits:

- a) Full family medical.
- b) Family dental.
- c) Family vision.
- d) Employee: Group life and accidental death and dismemberment.
- e) Short and Long term disability.

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

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

- a) Year 1 (2024-2025): \$1598.21 (No change from prior year)
- b) Year 2 (2025-2026): \$1652.55
- c) Year 3(2026-2027): \$1708.74

Note: the employee monthly benefit amount may exceed the above listed cap amounts after employee pooling as a result of employee opt outs.

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 OEBB 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:

Note: the following opt out increases will go into effect starting in the 2025-26 school year.

- 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 contributions 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.
11. Employee Benefits Council: A joint insurance committee will meet upon mutual agreement of the GAEA President, Executive Director of Human Resources, and the Executive Director of Business.

ATTACHMENT B (for reference only)

Greater Albany Public Schools

Staff Development and CPD Plan

District's staff development:

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

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

Other options within the District plan:

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

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

Certificates will be provided to participants to verify participation.

ATTACHMENT D

(for reference only)

Sample Letter of Expectation

TO: <Name and Position>

FROM: <Administrator/Supervisor>

DATE: <Date>

SUBJECT: Letter of Expectations

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

EXPECTATIONS:

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

- **Teacher and Student Relations**

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

- **Instruction and Evaluation**

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

- **Professional Relationships and Development**

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

- **Student Management**

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

- **Professional Communication**

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

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

I have read and understand these expectations.

Teacher Name

Date

Copy in Working File

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

ATTACHMENT E

(for reference only)

Options available for teachers as uses for prep days:

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

Suggestions for use of pooled or individual substitute time:

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

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

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

Guidelines for use of prep days:

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

ATTACHMENT F GRADING GUIDELINES

1. A dynamic software platform will be used by teachers, parents, and students to record and monitor student progress, assignments, and grades. At any time, what appears in the electronic grade book is a “snapshot” that is subject to constant change.
2. Expectations for how to report assignment of grades, employees should refer to board policy IKA-AR to learn the expectation for grade reporting by level.
3. The gradebook is not meant to replace direct communication between parents, teachers, and students. Teachers should still communicate any concerns about student progress or behavior to parents in a timely and appropriate manner. Parents should express concerns to teachers in an equally timely and appropriate manner. What follows here are some guidelines for that communication.

a. For Parents:

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

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

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

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

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

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

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

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

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

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

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

b. For Teachers:

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

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

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

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

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

You should be familiar with GAPS Administrative Regulation KKA-AR (6) (7) . In part this regulation states:

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

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

c. For Administrators:

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

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

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

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

You should be familiar with GAPS Administrative Regulation KKA-AR (6) (7). In part this regulation states:

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

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

Execution/Signatures

Executed by the undersigned officers by the authority of and on behalf of the Greater Albany Public School District 8J Board of Directors and the Greater Albany Education Association.

For the Association:



GAEA President

9/24/25

Date

For the Board:



Chairperson *Current Board Chair*

9-24-25

Date

For the District:



GAPS Superintendent

9-24-25

Date

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