EEA Bargaining Proposal 2014

Article 2.6 – EFFECTIVE DATE:

2.6.1 This Agreement shall take effect July 1, 2014, and shall be implemented on that date except when another date is specifically designated.

2.6.2 This Agreement shall remain in full force to and including June 30, 2016.

Article 4.1 – PROFESSIONAL SALARY PLAN: (change from 5/1/14)
The professional salary plan for all unit members, except as herein provided, shall be as described below.

4.1.1 The 2014-15 and 2015-16 professional salary plans shall be as in Appendix A. The 2013-14 salary schedule shall be increased by two and one-half percent (2.5%) effective July 1, 2014. The 2014-15 salary schedule shall be increased by one and three-quarters percent (1.75%) effective July 1, 2015.

Article 4.4 – Full Steps

Article 4.4.4 will be deleted

Article 4.10.2.b – open to discussion
1. Third year of eligibility - $75
2. Sixth year of eligibility - $100
3. Tenth year of eligibility - $150
4. Thirteenth year of eligibility - $175

Article 5.1.7
Senior High Band ..................................................10% 12%

Article 5.1.8
Senior High Dance Team Adv. ..........6% 10%
Senior High Musical..........................6% 8%

Article 5.1.9 - TA
If the District requires athletic directors, athletic trainers, marching band directors, and fall sports coaches to report eight (8) or more calendar days before unit members’ first regular duty day of the school year as established by the school calendar adopted by the School Board, these
unit members will receive an additional increment of two percent (2%). The District historically starts the high school fall sports season on a date consistent with the OSAA guidelines.

Article 5.4 - ADDITIONAL RESPONSIBILITIES: (change from 5/1/14)
Unit members performing services over and above those usually assigned during the school year shall receive additional compensation.
5.4.1 The following percentages shall be computed on the individual's actual salary.

5.4.2 Additional responsibilities may require the following additional work days beyond the school year:

<table>
<thead>
<tr>
<th>Position</th>
<th>Additional Percentage</th>
<th>Additional Work Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior High Athletic Director **</td>
<td>15</td>
<td>15</td>
</tr>
<tr>
<td>Assistant Senior High Athletic Director</td>
<td>8</td>
<td>5</td>
</tr>
<tr>
<td>Senior High Dept. Chairperson (5.4.3)</td>
<td>11</td>
<td>15</td>
</tr>
<tr>
<td>Ed. Support Svcs. Dept. Chair ***</td>
<td>11</td>
<td>5</td>
</tr>
<tr>
<td>Senior High Head Teachers (5.4.4)</td>
<td>5</td>
<td>5</td>
</tr>
<tr>
<td>Middle School Athletic Coordinator</td>
<td>6</td>
<td>0</td>
</tr>
<tr>
<td>Middle School Intramural Coordinator</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Middle School Track Coordinator</td>
<td>2</td>
<td>0</td>
</tr>
<tr>
<td>Middle School Team Leader</td>
<td>6 or 8</td>
<td>0</td>
</tr>
<tr>
<td>Senior High Media Specialist</td>
<td>*</td>
<td>15</td>
</tr>
<tr>
<td>Middle School Media Specialist</td>
<td>*</td>
<td>15</td>
</tr>
<tr>
<td>Senior High Counselor (per building)</td>
<td>0</td>
<td>10</td>
</tr>
<tr>
<td>Middle School Counselor (per building)</td>
<td>0</td>
<td>3</td>
</tr>
<tr>
<td>Psychologists, ESS Consultants, Lifeskills, CLC teachers</td>
<td>0</td>
<td>3</td>
</tr>
</tbody>
</table>

Article 5.4.9
The number of elementary teacher leadership release days per elementary program shall be determined as follows:

100 - 249 students - 10-18 teacher release days not to exceed 3-6 teachers
250 - 399 students - 14-25 teacher release days not to exceed 4-7 teachers
400 - 600 students - 18-32 teacher release days not to exceed 5-8 teachers

Article 6.1 FULL TIME:

The District’s monthly insurance contribution for each full time equivalent (FTE) unit member is one thousand one hundred eighty-five dollars ($1,185) per month for the period October 2014 through September 2015.

The District’s monthly insurance contribution for each full time equivalent (FTE) unit member is one thousand two hundred twenty dollars ($1,220) per month for the period October 2015 through September 2016.
PREPARATION TIME: (change from 5/1/14)

10.1.5.c Elementary unit members shall have at least two hundred ten (210) two hundred forty (240) minutes of preparation per week, with no daily portion smaller than twenty (20) continuous minutes. Every effort will be made to make the daily preparation time thirty (30) continuous minutes in length. This 240 minutes is in addition to the one (1) hour of uninterrupted preparation time in Section 10.1.5.e. For 2013-14 only, this 210 minutes will include at least two (2) thirty (30) minute blocks of preparation time during the student work day each week, which time will generally be used for individual planning and/or collaboration at the member’s discretion. This 240 minutes will include at least three (3) forty-(40) minute blocks during the student day each week, which time will generally be used for individual planning and/or collaboration at the member’s discretion.

10.1.5.d When an administrator initiates and assigns unit members to work during their preparation period, they are paid at their prorated per diem rate. Administrators will not assign elementary unit members supervisory duties that result in a reduction of the weekly minimum preparation minutes listed in 10.1.5.c.

10.1.5.f. SECONDARY CLASS PREPARATIONS: (change from 5/27/14)

1. If a high school teacher or specialist has more than three (3) class preparations per day, the teacher or specialist shall be paid a stipend of four percent (4%) of his/her annual salary per preparation over three (3).

2. If a middle school teacher or specialist has more than three (3) class preparations per day, the teacher or specialist shall be paid a stipend of four percent (4%) of his/her annual salary per preparation over three (3).

10.1.5.g. ELEMENTARY BLENDED CLASSES. (change from 5/27/14)

If an elementary teacher is assigned to teach a blended class, he/she shall receive a stipend of eight percent (8%) of his/her annual salary.
10.1.7 Kindergarten Conferencing and Reporting:

Unit members assigned to teach one (1) half-day session of kindergarten session will receive an additional one-half (1/2) release day for the purpose of preparing reports each report card period. In the alternative, the member may convert the one-half (1/2) release day to two (2) hours extended contract.

Unit members assigned to teach two (2) half-day sessions of kindergarten sessions will receive an additional full-release day for the purpose of preparing reports each report card period. In the alternative, the member may convert the release day to four (4) hours extended contract.

Article 10.1.9 Elementary Conferences Conferencing and Reporting

Elementary school principals will collaborate with the school’s unit members before deciding when and how to conduct all-school parent conferences. Elementary school unit members who participate in all-school parent conferences after 4:00 p.m. will be compensated with an equal amount of workday hours off.

a. If an elementary school unit member has greater than twenty-eight (28) students for the all-school parent conference, he/she will be compensated for one half (1/2) day at his/her per diem rate.

b. If an elementary school classroom teacher has greater than twenty-eight (28) students for the preparation of report cards, he/she will be compensated for one half (1/2) day at his/her per diem rate.

Article 10.3 Emergency School Closures:

Whenever hazardous weather or another emergency forces school closures for students, bargaining unit members will not be required to report for duty. The Superintendent will notify unit members regarding whether they must report for duty by following the same procedures he/she uses to notify students and parents of the emergency school closure. When school is in session but hazardous weather conditions make it imprudent for a reasonable person to travel to the unit member’s assigned school, the unit member should notify the principal or immediate supervisor immediately. This shall be District-wide policy.

Individuals not in attendance will have the option of using a personal leave day, vacation time if they are entitled to such a benefit, or they may take unpaid personal leave. The provision will not be applied when there is an emergency school closure for unit members as well as students.

Article 10.4 Staff Development Time for Standards-Based Instruction Local Performance Assessment: In addition to already planned staff development, unit members
responsible for Standards-Based Instruction Local Performance Assessment record keeping and assessment will be provided release time or extended contract pay as follows.

Each unit member with work sample Local Performance Assessment responsibility will be provided up to twelve (12) twenty (20) hours of release time or extended contract time that can be scheduled during the school year in increments of four (4) hours, subject to substitute availability. These days or time can be used for record keeping, assessment, or planning related to standards-based instruction. Local Performance Assessments. The amount of funds available for these release days or extended contract will be $50,600 $100,000. If the payments in one year exceed the cap of $50,600 $100,000, then the cap in the successor year will be reduced proportionally, and for that year, unit members will be provided limited to only twelve (12) hours of extended contract or release time one full release day or two half days. The District will report on the distribution of the pool annually to JCAC by the second meeting in October.

**Article 10.5.2** If unit members voluntarily participate in paid staff development outside paid contract time, they will be paid at a daily rate of $276 $304 (for eight [8] hours) or an hourly rate of $34.50 $38.00.

**Article 13.8.1** (waiting for 4J’s thoughtful response)

SPECIAL EDUCATION RELEASE TIME: Release days will be provided to unit members in positions where they have primary responsibility for conducting IEP meetings and writing IEPs. The release days are to be used for Individual Education Plan (IEP) meetings and writing IEPs.

- Each ESS full time position assigned for instruction of students with disabilities (per IDEA) as a with this primary responsibility will receive five (5) nine (9) days of release time and a stipend equal to two (2) four (4) days at their per diem rate. Any less than full time unit members with this primary responsibility will receive a proportional amount of release days based on their FTE and the two (2) four (4) day stipend at their prorated per diem rate. Any employees eligible to receive release time under this section may choose to exchange any or all of the days of release time for payment at their per diem rate.

- Each ESS full time unit member assigned to provide speech and language services will receive three (3) five (5) days of release time and a stipend equal to two (2) three (3) days at his/her their per diem rate. Any less than full time unit members with this primary responsibility will receive a proportional amount of release days and the two (2) three (3) day stipend at their prorated per diem rate. Any employees eligible to receive release time under this section may choose to exchange any or all of the days of release time for payment at their per diem rate.

The release days are to be used for the above purposes. Unit members scheduling release days shall make all efforts to spread the release days out to avoid program disruption. The use of release days is subject to substitute teacher availability. The release days can be shared only
with other unit members at each site for the purpose of attending IEP meetings or completing IEPs. Half of the release time must be taken as release time and the other half may be converted to the substitute rate.

Each ESS position primarily assigned instructional, related services or consultant/evaluation responsibilities in the positions of School Psychologists, Special Education Consultants, Autism Consultants, Behavior Consultants, Physical Therapists & Occupational Therapists, Teachers of Blind & Visually Impaired, and Teachers of the Deaf & Hard of Hearing will receive a stipend equal to one and one-half (1 1/2) three (3) days at their per diem rate. Employees eligible to receive a stipend under this section may choose instead to exchange any or all days for release days.

Article 13.8.3 RELEASE TIME FOR TRANSITION MEETINGS AND IEPs:

There will be a twenty- (20) day pool of release days for unit members for transition meetings and IEPs. Requests must be approved by an ESS administrator. Any employee granted a release day under this section may choose to exchange any release day for a stipend at the employee’s per diem rate.

Article 13.8.4

IEP POOL: The District will annually allocate twenty thousand dollars ($20,000) for non-ESS bargaining unit members to receive up to a total of six hours of additional compensation based on their per diem rate for participating in IEP meetings during scheduled planning days, scheduled preparation time, or outside the member’s workday. Meeting time will be accumulated in 15-minute increments and recorded on the IEP log form. In the event requests for funding are submitted which exceed the funding pool, compensation will be prorated. It is the bargaining unit member’s responsibility to log their time on the District provided form and submit no later than the second Friday in June to Financial Services. The District will report on the distribution of the pool annually to JCAC by the second meeting in October.

In addition, the District will annually allocate twenty thousand dollars ($20,000) for ESS bargaining unit members to receive additional compensation based on their per diem rate for participating in IEP meetings outside their workday. Meeting time will be accumulated in 15-minute increments and recorded on the IEP log form. In the event requests for funding are submitted which exceed the funding pool, compensation will be prorated. It is the bargaining unit members’ responsibility to log their time on the District provided form and submit no later than the second Friday in June to Financial Services. The District will report on the distribution of the pool annually to JCAC by the second meeting in October.

New Article –

Article 13.16—IEP CASE MANAGEMENT
Middle and high school unit members who have the primary responsibility for conducting IEP meetings and writing IEPs shall be guaranteed a case management period during the instructional day. This period shall be in addition to the preparation period provided in Article 10.1.5.b. (change from 5/1/14)

Elementary school unit members who have primary responsibility for conducting IEP meetings and writing IEPs shall be guaranteed one hundred fifty (150) weekly minutes of case management time. This case management time shall be in addition to the preparation time provided in Articles 10.1.5.c. and 10.1.5.e.

New Article
Article 13.17 - PROCEDURES AND PROTOCOLS MANUAL
The District will provide ESS teachers and specialists a manual of procedures and protocols no later than one week after they are informed of their assignment.

New Article
Article 13.18 - PROMPT AND TIMELY RESPONSE
Both the District and the Association have an inherent interest in promoting safety, appropriate placement, and high-quality instruction of special education students. To ensure clear communication and smooth implementation of critical procedures, ESS administrators shall respond to unit members' questions regarding these subjects in a prompt and timely fashion.

New Article
Article 13.19 - Counselors:
1. Elementary Schools. Each elementary school shall be guaranteed at least the following FTE of a school counselor, based upon the enrollment at the school:
   100 - 399 students: 0.50 FTE Counselor
   400 - 600 students: 1.0 FTE Counselor

2. Secondary Schools. Each middle school shall have at least 1.0 FTE counselor. The ratio of school counselor to students at high schools shall be at least 1.0 FTE for every 350 students.

3. Elementary and secondary counselors shall not be assigned lunch supervision.

New Article (4J letter under consideration)
Article 13.20 Classroom Safety Committee

A Classroom Safety Committee shall be established for the purpose of discussion and
resolution of student safety issues as well as the impact of such issues on licensed staff. The Committee shall be formed and will operate under the requirements for Joint Committees. Both the Association and the District will have four (4) members on this committee including the Association president, the District Risk Manager, and the Director of Education Support Services.

Given that the success of this committee depends on forthrightness and clear communication of potential safety risks, it is agreed that no licensed members on this committee shall suffer retribution for their participation on this committee.

The Committee will meet at least three (3) times a year at mutually agreed upon times. A meeting may be canceled by mutual consent of both the District and the Association. The Classroom Safety Committee will submit a report to JCAC and the Board of Directors once in November and again in May.

New Article
EVALUATION PROCEDURES

A. **Purpose.** The purpose of evaluation is improvement of employee performance; encouraging professional growth; improving communication between employees and their immediate supervisor; and, when necessary, identifying and assisting employees to improve/correct areas of unsatisfactory performance.

B. **In developing and administering its evaluation system,** the District will comply with ORS 342.850 and 342.856, and with the District Evaluation Handbook originally adopted by the Board on [date], which is incorporated by reference in this Agreement.

C. **All monitoring or observation of the work performance of an employee will be conducted openly and with the full knowledge of the employee,** with at least one week’s advance notice for formal observations.

    1. **Written feedback will be provided to an employee within one week of each observation,** formal or informal.

    2. **Times and classes selected for drop-in observations should reflect a broad spectrum of the teacher’s assignment.**

D. **The District will provide relevant training to all affected employees prior to the implementation of a new or modified evaluation system.**

E. **Student learning goals will be designed by the teacher being evaluated and will be finalized collaboratively by the teacher and evaluator.**
1. In the evaluation process, the teacher will decide what measures will be used to determine student growth in addition to any required measures, such as state standardized assessments.

2. Employees will be notified, in writing, within five (5) days of any determination that observation material or artifacts submitted may negatively impact the evaluation of the employee.

3. An employee will receive a copy of any evaluation report at least one (1) day before the post observation, mid-year, or final evaluation conference.

4. An employee may attach a rebuttal to any observation or evaluation report.

5. Evaluation data reporting. If the District is required to report members’ summative evaluation scores to a state or federal agency, the District will develop a reporting system that does not connect the data with individual members. Data collected for state and/or federal reporting purposes will not be used for any other purpose and will not be published by the District.

F. All individuals providing information for or performing evaluations will receive the inter-rater reliability and calibration training required by the District’s implementation plan prior to conducting any evaluations.

G. The District and Association agree to create a Joint Evaluation Committee composed of an equal number of members appointed by each party. Any proposed changes in the Evaluation Plan or Policy shall first be presented to the Committee. The Committee shall review all proposed changes and make recommendations to the Board. No change in the Evaluation Plan or policy shall be effective until it has been reviewed and approved by the Committee and the Board. No committee formed under this section will discuss or be authorized to discuss tying teacher evaluation to compensation.

H. Intensive Support Plan

1. An employee may be placed on an Intensive Support Plan based on an alleged failure to meet a standard of performance. The District must provide the employee with prior written notice of the standard and the opportunity to comply prior to being placed on an Intensive Support Plan.

   a. An employee will not be placed on an Intensive Support Plan for alleged deficiency without prior observation and evaluation pursuant to the District’s evaluation system.

2. An employee may not be put on a Plan of Assistance or Program of Assistance for Improvement until he/she has been placed on an Intensive Support Plan for
a minimum of 90 days and has failed to improve.

I. Peer Assistance

1. The District will offer peer assistance to any employee who
   a. receives an evaluation rating on any standard or domain of not meeting standards,
   b. is placed in a new assignment, or
   c. is placed on an Intensive Support Plan for performance reasons.
   d. The District may also offer peer assistance under any other circumstances it deems appropriate.

2. The affected employee shall select the person(s) or agency to provide the assistance.

3. Participation in peer assistance is voluntary. Both the employee offered assistance and the person asked to provide assistance may refuse to participate, with no adverse consequences.

4. Participation in peer assistance shall not increase the workload of the participating employees. The District will provide additional, adequate release time for both employees to be used for purposes related to peer assistance.

5. No witness or document relating to, or arising from, peer assistance will be used for any purpose, unless the employee receiving assistance specifically authorizes its use. The District will not prevent the employee from using such witnesses or documents, as the employee sees fit.

16.2 JOINT ADMINISTRATION COMMITTEE: (TA with no change to remainder of 16.2)

The District and Association will establish and jointly participate in a contract administration committee titled Joint Contract Administration Committee, hereinafter JCAC.

16.2.1 Purpose

The purpose of the JCAC will be to:

a. The purpose of the JCAC will be to review proposals from the District or Association to waive or modify any terms of the agreement.

b. Review District policies that affect Association members’ workload prior to School Board approval. This includes new District initiatives, including plans for appropriate training, the method of implementation, and the plan for evaluating success. These discussions shall take place prior to School Board approval and no later than the initial approval of the budget for the upcoming school year.

c. Discuss current issues.
—d. Review intended professional development expectations for implementation for the following school year.

e. Make recommendations to the Superintendent, when appropriate, for implementation, action and/or review.

New Articles

LOCAL ASSESSMENTS AND STANDARDIZED TESTS: The District shall not require unit members to assign, correct, or record local performance assessments or standardized tests other than what federal and state law require, unless both the administrator and 75% of the licensed members at a site vote to do so.

STUDENT SURVEYS: The District shall not require unit members to administer student surveys other than those that federal or state law require, unless both the administrator and 75% of the licensed members at a site vote to do so. This article would not apply to surveys that are required by grants awarded the District before June 1, 2014.

Change from 5/1/14 – Proficiency-Based Grading proposed article withdrawn

Additional Provision

The Association and the District value its partnership in providing professional development. The University Liaison position will be funded at 0.1 FTE, and the Seminar Coordinator position will be funded at 0.2 for the life of this contract.