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, 2017. For the 2016-17 school year, the parties agree to reopen only article 4.1.1 (salary) and article 6.1 (active employee insurance contribution).

Article 4.1 – PROFESSIONAL SALARY PLAN:
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 one-half percent (0.5%) 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 4.2 – EEA accepts 4J proposal of 06/19/2014

Article 4.4.4 – Additional Step:
Effective July 1, 2014, a new step will be added to the top of the salary plan, which will be increased by 3% over the prior step as follows: 2.0% in 2014-15 and 1% in 2015-16.

Article 4.4.5 ADDITIONAL PREPARATION:

4.5.1 DEADLINE FOR WRITTEN NOTICE: Unit members who expect to complete coursework which will enable advancement to a higher salary column during the current work year must give written notice to Human Resources on or before September 7, or on or before December 1, and submit documentation as described below. The September 7 notice shall state that the unit member has completed or will complete coursework on or before September 7 of the work year in which the unit member wants to be evaluated for salary column advancement.

4.5.2 DEADLINE FOR SUBMITTING TRANSCRIPTS: To be eligible for a column change retroactive to September 1, a member must submit official transcripts documenting completed coursework and/or certificates of completion to District workshops to Human Resources by October 7 October 1. A column change for the current teacher work year can only be documented by coursework completed on or before October 7 September 7 of the current work year. If the Human Resources Department receives the September 7 notice and all documentation on or before October 7 October 1, the unit member is eligible for a column change and payment on the new salary column will begin with the end of November paycheck. The increase will be effective September 1, with the retroactive pay in the June/November paycheck, and the remainder to be paid in equal installments over the balance of the contract year.
To be eligible for a column change retroactive to December 1, a member must submit official transcripts documenting completed coursework and/or certificates of completion for District workshops to Human Resources by the first Friday teacher work day in January. If the Human Resources Department receives the December 1 notice and all documentation on or before the first Friday teacher work day in January, the unit member is eligible for a column change, and payment on the new salary column will begin with the end of February paycheck. The increase will be effective December 1, with the retroactive pay in the February paycheck and the remainder to be paid in equal installments over the balance of the contract year. A revised employment contract will be prepared for signature with the new column and salary placement.

Effective September 2, 2014, Article 4.9 will be deleted: (change from 06/19/14)

LONGEVITY PAY:

The longevity pay system is as described below:

4.9.1—Unit members will move to longevity on the schedule, attached in Appendix A, after one (1) year at the top step of any salary column:

a. All unit members will receive monthly salary payments equal to one-twelfth (1/12) of the longevity payment as part of their annual salary compensation while eligible for longevity.

b. Eligible unit members who advance salary columns and who continue to be eligible for the top step of the new column will be eligible for the longevity payment in the new column.

4.9.2—Unit members shall qualify for advancement to the longevity step as described in Section 4.4.

4.9.3—The District will deduct the unit member’s share of payroll deductions.

4.9.4—Unit members who are eligible under Section 4.9 for Longevity Pay and who take unpaid leave (Article 9) shall continue to be eligible for Longevity Pay upon their return from leave.

4.9.5—At retirement from District employment a unit member’s rights to longevity pay are as follows:

a. A unit member who is on the top step 13 (step 16 for the B+105, B+90 w/M, M+45, M+90 or Doctorate columns) of a column at the time the unit member retires, is not eligible for longevity pay at the time of retirement.

b. A unit member who retires during a work year will receive the balance of that work year’s monthly longevity payments in a lump sum in the pay period that coincides with the unit member’s retirement date. If the unit member is reemployed for the balance of the work year following retirement, the unit member will continue to receive the longevity step as part of the monthly payroll and no lump sum payment will be issued.

c. Unit members who retire at the end of a full work year while receiving longevity shall be paid an additional lump sum amount equal to the highest step increment of the unit member’s pay column.
Article 4.10.2.b

4.10 RETIREMENT PLAN B:

a. Unit members hired on or after July 1, 1998 are eligible for the Plan B Supplemental Retirement benefits. The District will begin paying the Plan B benefit under the terms of this Section after January 1, 1999 as part of an eligible unit member’s monthly salary payment. The District will make the monthly TSA payment to a TSA company selected from the District list of TSA companies retroactive to the first month of the employee’s eligibility of the current contract year of eligibility when a unit member has submitted a completed and executed District TSA enrollment form to the District Payroll Department. Any retroactive amount due the employee will be reflected in the end of July paycheck, within three months of initial eligibility. The unit member will maintain the TSA form required by the District. If a unit member has not submitted a completed and executed form selecting a TSA company within three months of the unit member’s initial eligibility for the District TSA payment, then the District will enroll the unit member in the TSA company and plan that has been jointly selected by the District and Association. The District will then make the TSA payments to that company retroactive to the unit member’s first month of TSA payment eligibility on or after August, 2007.

b. The District monthly TSA contribution will be $50 for the first two years of a unit member’s eligibility for the Plan B TSA contribution. The District monthly TSA contribution will increase as follows for future years of eligibility:

1. Third year of eligibility - $75
2. Sixth year of eligibility - $100
3. Tenth year of eligibility - $150
4. Thirteenth year of eligibility - $175

c. A unit member who PERS or OPSRP retires from the District and who received the Plan B TSA contribution will have the opportunity to participate in the District’s retiree medical insurance program on a self-pay basis until s/he qualifies for Medicare coverage at age sixty-five (65) or due to Social Security Disability prior to age 65. The retired unit member’s spouse / domestic partner may participate in the District’s retiree medical insurance program on a self-pay basis subject to the eligibility terms in section 4.10.1.f.4 above.

d. The following provisions apply when a TSA provider leaves the market such that an employee enrolled with that provider has an interruption in District TSA contributions:

1. If contributions are interrupted between August 1 and November 15 of any given year, the employee may enroll with a new provider by November 15 of that year and submit the required form to the District, and the District will make retroactive contributions for the month(s) during which contributions
were interrupted. If the employee has not selected a TSA provider and submitted the TSA form to the District by November 15, the District will enroll the employee with the default TSA provider on about November 16 of that year and make contributions retroactively for the month(s) contributions were interrupted.

2. If contributions are interrupted between November 16 and July 31, the employee may select a new provider and submit the required form to the District, and the District will make prospective contributions. If the employee has not enrolled with a new provider and submitted the required form within three months of the interruption, the District will enroll the employee in the default plan and will make contributions on a prospective basis only.

**Article 5.4 - ADDITIONAL RESPONSIBILITIES:**
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>.......................... 2</td>
</tr>
</tbody>
</table>

**Article 5.4.9** (change from 06-19-14)
The number of elementary teacher leadership release days per elementary program shall be determined as follows:

100 - 249 students - 10-16 teacher release days not to exceed 3-5 teachers
250 - 349 students - 14-18 teacher release days not to exceed 4-6 teachers
350 - 449 students - 20 teacher release days not to exceed 7 teachers
June 20, 2014 @ 10:30 a.m.

450 - 549 students - 22 teacher release days not to exceed 7 teachers
550 400 – 650 600 students - 18 24 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 dollars ($1,180) 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 five dollars ($1,205) per month for the period October 2015 through September 2016.

There will be a one-time transfer of $300,000 from the licensed insurance reserve fund to the District General Fund on October 1, 2014. There will be a second transfer of $200,000 from the licensed insurance reserve fund to the District General Fund on October 1, 2015.

PREPARATION TIME:

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 120 minutes during the student day each week, which time will generally be used for individual planning and/or collaboration at the member’s discretion. A school may adopt a schedule to implement this 120 minutes per week that best meets the needs of the school, with no daily portion smaller than 30 minutes.

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:

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 two percent (2%) 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 two percent (2%) of his/her annual salary per preparation over three (3).
10.1.5.g. ELEMENTARY BLENDED CLASSES.

If an elementary teacher is assigned to teach a blended class, he/she shall receive a stipend of four percent (4%) of his/her annual salary.

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 10.2 WORK YEAR:

The Board shall adopt a school calendar of one hundred ninety-one (191) contract days which includes a teacher planning day as the first day of the scheduled year.

For the 2014-15 school year only, the work year will be reduced by two (2) contract days, including one (1) student contact days and one (1) non-student contact day (a 189-day work year).

The cut student day may be offset by a hazardous weather day. Notice that a day will be added to the end of the year will be made by April 15th. The District may restore days upon 30 days’ written notice to EEA.

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) sixteen (16) 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. This day 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 $70,000. If the payments in one year exceed the cap of $50,600 $70,000, 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.
June 20, 2014 @ 10:30 a.m.

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 10.6 SPLIT-SHIFT SCHEDULE:
Part-time unit members will not be required to work a split-shift schedule. A split-shift schedule is when a unit member’s work day schedule is split by any unpaid time that exceeds a total of 45 minutes at a single school. A unit member who volunteers to work a split-shift schedule at a single school will be paid a .065 FTE stipend. This stipend will be included as salary compensation and will be considered as such in determining all benefits. The District will inform the Association of all positions that will include a split-shift prior to posting and at the conclusion of the displacement process in September.

Article 13.8.1
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) days of release time and a stipend equal to two (2) 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-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) days of release time and a stipend equal to two (2) 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) 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.
June 20, 2014 @ 10:30 a.m.

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) 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 13.8.4**

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.

**Article 13.8.7 – to be discussed, pending additional information**

ESS will provide each special education teacher assigned to a building daily case management time for the purpose of arranging IEP meetings, performing required special education activities related to IEP meetings, and reporting on progress. Case management time will be allotted as follows:

- 60 minutes daily for elementary special education teachers;
- 1 period per day for middle school special education teachers;
- 1 period per day for high school CLC special education teachers;
- 30 minutes daily for post high-school transition special education services.

In addition, the following will be provided:

- 1 EA per 7 students will be assigned to each CLC classroom
- 1 seven-hour EA per 1.5 students will be assigned to each lifeskills classroom
- 2 hours of EA time per week will be assigned to:
  - SpEd Consultants
  - Autism Consultants
  - Behavior Consultants
June 20, 2014 @ 10:30 a.m.

- SLPs
- School Psychologists
- Motor Team members
- Learning Center teachers
- post high-school transition special education services

Case management time for part-time members will be pro-rated in proportion to the member’s FTE.

Article 13.8.8 – to be discussed, pending additional information

Building-based ESS licensed employees will be supervised by building administrators, who will act in collaboration with ESS administration.

New Article
EVALUATION PROCEDURES

A. 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.

B. 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.

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.