

Eugene School District 4J / Eugene Education Association Labor Negotiations

Proposed Teacher Contract: Overview of District's Initial Proposal



May 9, 2017

The Eugene School District and the Eugene Education Association, which represents teachers and licensed specialists, have entered negotiations for a collective bargaining agreement to succeed the current contract that expires June 30, 2017. On May 9, the bargaining teams for the district and the association met and exchanged initial proposals.

The district's three-year contract proposal would:

- Provide fair compensation
- Preserve full school year
- Promote equitable instruction time
- Protect student time with teachers
- Support teacher effectiveness with coordinated professional development
- Maintain a sustainable budget that holds the line on class sizes

Significant elements of the district's proposal are summarized and explained below. The full proposals may be read online on the district website at www.4j.lane.edu/eea.

Proposed Change	Purpose
<p>Salaries & Benefits <i>(Article 4.1, 6.1)</i> Increases salaries, increases insurance contribution, provides full work year.</p>	<p>To provide fair compensation for educators within available resources, the district's proposal includes:</p> <ul style="list-style-type: none"> • Salary increases <ul style="list-style-type: none"> – COLAs every year: Across-the-board cost of living adjustments of 1% each year in 2017–18, 2018–19, and 2019–20, plus – Full standard salary step increases: 3.7% each year for teachers who have not reached the top of the salary scale • Insurance increases <ul style="list-style-type: none"> – District's monthly insurance contribution for each full-time employee increases by \$10 to \$1,210 per month for 2017–18 and 2018–19, increases by another \$10 to \$1,220 per month for 2019–20; provides subsidy from licensed insurance reserve fund to raise total monthly contribution to \$1,240 • Full school year <ul style="list-style-type: none"> – Full standard 191-day work year with no unpaid furlough days
<p>Grievance Procedure <i>(Article 3.4.2)</i> Directs initial presentation of group grievances to Human Resources director before filing with superintendent.</p>	<p>This change is to resolve grievances at the lowest possible level, allowing administration to be informed, respond and seek to address issues before they are escalated.</p>

<p>Extra-Duty Compensation: HS Teacher Leadership <i>(Article 5.5.3)</i> Maintains high school teacher leadership at present levels.</p>	<p>Each high school is allocated an annual budget for teacher leadership. Maintaining current budget levels for high school teacher leadership is part of a continued effort to bring parity to leadership compensation at the elementary level.</p>
<p>Extra-Duty Compensation: Elem. Teacher Leadership <i>(Article 5.5.9)</i> Provides compensation for elementary teacher leadership based on stipends only, similar to middle and high school. Removes release day option. Increases the amount available for stipends.</p>	<p>The district proposes to increase the amount of extra-duty compensation available for elementary leadership and provide it solely as monetary compensation, removing the option of days off in lieu of extra-duty pay.</p> <p>Currently, extra-duty compensation for teacher leadership is provided to high school teachers by salary stipends, to middle school teachers by salary stipends, and to elementary school teachers by either salary stipends or release days. Elementary is the only level in which teacher leaders may be compensated for leadership duties by days off during the school year.</p> <p>Time spent with the regular classroom teacher is important to student learning. Compensating teachers for leadership duties with salary stipends and not with days off supports the goal of protecting students' time with their teachers.</p>
<p>Insurance Reserve Fund <i>(Article 6.1, 6.4, 6.5)</i> Waives contribution to insurance reserve fund for members who have waived insurance coverage. Implements cap on reserve levels after 2019–20.</p>	<p>The district's insurance contributions for licensed staff are placed in an insurance reserve fund, which is used to make payments to OEBC based on the cost of insurance plans selected by members.</p> <p>The fund now has reserves over \$3 million. Despite past transfers out of the reserve fund, the account balance is increasing. The district makes contributions to the fund for every member, whether or not the member enrolls in an insurance plan offered by the district. When a member decides not to enroll in health insurance and waives coverage, there is no outgoing payment, so the fund continues to grow.</p> <p>The district proposes to provide members relief from insurance costs by requiring subsidies from the fund during the term of the agreement, and reinforce the intention that insurance reserve funds are to be used primarily to defray insurance costs and benefit current members with current resources.</p> <p>The district also proposes to waive contributions to the reserve fund for members who waive medical insurance during the term of the agreement; and allow the fund to maintain reserve levels up to a cap of \$700,000 (approximately 5% of the annual costs of the fund) starting in mid-2020.</p>

<p>Sick Leave <i>(Article 8.1)</i> Clarifies accounting of sick leave accrual based on months worked. Does not change the amount of sick leave provided.</p>	<p>The district proposes to adjust the accounting of sick leave to be more transparent for members and to simplify bookkeeping for the district. This accounting change would have no effect on the amount of sick leave provided.</p> <p>Currently, for all 4J employees except EEA members, sick leave is accrued on a monthly basis, based on paid work time. For EEA members, a full year’s accrual of sick leave is added to the member’s leave accounting at the start of each year, even though it is actually earned incrementally based on paid work time.</p> <p>As a result, members do not have a true picture of their leave balances, which can create hardships in some cases. While full-time members have 80 hours front-loaded at the beginning of each year, they actually earn it over the course of the year, and if they quit or return from unpaid leave, sick leave hours used but not earned are deducted from their paycheck.</p> <p>The district proposes to change the accounting of EEA members’ sick leave accrual to the same monthly accrual method as for other employee groups. Members would be allowed to go into a negative balance, using sick leave up to the maximum amount projected to be earned that year, but would have a true picture of leave balances and would not be caught by surprise with a reduction.</p>
<p>Sick Leave & Family Leave <i>(Article 8.1, 8.3.4, 8.3.5)</i> Merges family leave into sick leave and clarifies that combined sick leave time may be used for family leave. Allows unlimited accumulation of sick leave.</p>	<p>The licensed contract currently provides 80 hours of sick leave and 16 hours of family leave annually. The district proposes to combine these banks into one sick leave account, provide 96 hours of sick leave annually, and allow up to 40 hours of sick leave to be used for family leave purposes. Existing family leave balances would be credited into the employee’s sick leave account.</p> <p>While the law already allows members to use 40 hours of paid leave for expanded family leave purposes, many members do not know this. The proposed change would provide clarity to members about the true amount of paid leave available as family leave, and would simplify leave bookkeeping.</p>
<p>Bereavement Leave <i>(Article 8.5)</i> Continues provision of bereavement leave. Allows sick leave usage. Converts additional half-days of pay to full days.</p>	<p>Employees may receive 5 days of paid bereavement leave. Under extenuating circumstances and at the district’s discretion, employees may receive up to 5 additional paid half-days and 5 half-day pay deductions. The half-days are rarely used, and present cumbersome accounting issues. The district proposes is to convert the 5 half-days into 2 full days. OFLA-eligible employees may use sick leave as allowed by OFLA.</p>

<p>Work Schedule: Faculty Meetings <i>(Article 10.1.2)</i> Deletes language that employees will make faculty meetings “a high priority.”</p>	<p>The district proposes to eliminate language that employees will make attendance at faculty meetings “a high priority.” The purpose is to support a professional workplace culture with a consistent understanding that employees are required to attend faculty meetings, unless excused.</p>
<p>Work Schedule: Other Meetings <i>(Article 10.1.3)</i> Adds 504 meetings to list of meeting types for which there is not a weekly cap.</p>	<p>Federal law requires both IEP and 504 meetings. Currently IEP meetings are noted as a meeting type that does not count toward the general limitation of one professional meeting per week. The district proposes to note that 504 meetings are included along with IEP meetings in this exception. The purpose is to support teacher attendance at such legally required meetings.</p>
<p>Work Year: Extending Calendar <i>(Article 10.2)</i> Allows district to add days to the work year and compensate employees at the per diem rate.</p>	<p>The purpose is to provide the district flexibility to schedule more school days/work days if sufficient funds are available.</p>
<p>Work Year: School District Calendar <i>(Article 10.2)</i> Eliminates 60-day notice to the association before considering a calendar change necessitated due to emergency school closures.</p>	<p>The purpose is to provide greater flexibility in making a mid-year modification to the calendar to make up days when schools are closed due to hazardous weather. The district would still consult with the association on any such calendar changes.</p>
<p>Work Year: Furlough Days <i>(Article 10.2)</i> Provides for expedited bargaining on furlough days if there is a revenue shortfall.</p>	<p>The purpose is to allow the district and the association to negotiate the amount and impact of furlough days in the event of revenue shortfalls, using the expedited bargaining process provided by law.</p>
<p>Work Year: Holidays <i>(Article 10.2.1)</i> Changes designated paid holiday from Presidents Day to Martin Luther King Jr. Day.</p>	<p>Currently, Martin Luther King Jr. Day is designated as an unpaid non-work day, and Presidents Day, which falls later in the year after most winter weather has passed, is designated as a paid holiday. The district proposes to have Martin Luther King Jr. Day be the paid holiday. This would make it possible for Presidents Day to be designated as a make-up day if schools are closed due to hazardous weather, instead of making up that day at the end of the school year. The proposal does not change the number of paid holidays or amount of compensation.</p>

<p>Work Year: School Calendar & Schedule <i>(Article 10.2.4.f – new)</i></p> <p>Sunset current site-based process for implementing schedule changes. Provides that starting in 2018–19, the school board will establish standard schedules by level, including late starts, early releases, and no-student days, in consultation with EEA.</p>	<p>The district proposes to sunset the current site-based process for implementing school schedule changes, and work collaboratively with the association and other stakeholders to develop a consistent school calendar and schedule to be proposed for school board approval and implemented starting in 2018–19.</p> <p>Currently school calendars vary greatly from school to school. All elementary schools and many middle schools have a weekly early release day, but the days and amount of time differ. Some elementary and middle schools have additional no-student days or partial days, and some have none. Two of the four high schools have late starts, one has both late starts and early releases, and one has three half-day student release days.</p> <p>As a result, there is considerable variation in the amount of instruction time provided by teachers and received by students—a student may receive as much as four weeks less instruction time than a student in another school at the same level. There is little ability to coordinate professional development and teacher collaboration regionally or district-wide—staff are not available at the same time because schools have different non-student days and times. The lack of a unified calendar is confusing and unreliable for district families—in particular, families with students at multiple schools have different calendars at each school, all varying from the district-wide calendar.</p> <p>One purpose of the proposal is to ensure 4J students in different schools receive equitable amounts of instruction and staff have equitable teaching time at each school level. Another purpose of the proposal is to provide for coordinated, predictable opportunities for professional development. Finally, the proposal is a step toward achieving clear, consistent and reliable calendars for families.</p>
<p>Work Sample Release Days <i>(Article 10.4)</i></p> <p>Removes outdated language about release time related to work samples.</p>	<p>Removes contract language that grew out of a state requirement that no longer exists. The purpose is to eliminate outdated contract language and protect teacher time with students. Savings from the elimination of this outdated leave provision are reallocated to elementary leadership (Article 5.5.9).</p>
<p>Extended Work Year: <i>(Article 10.4 – new)</i></p> <p>Provides additional time for nurses, school psychologists and special education consultants to complete necessary student support work before the regular school year, compensated at the per diem rate. Provides for required professional development to be delivered at the beginning and end of the summer, compensated at the per diem rate. Provides orientation and transition time for new employees, compensated with credits toward advancement on the salary scale.</p>	<p>Student services professionals: The district proposes to add 3 days to the contracted work year of school psychologists, nurses and special education consultants, paid at the per diem rate. The purpose is to facilitate providing student services that are required before students start the school year.</p> <p>New employees: The district proposes that for members new to the district, the contracted work year in the first year of service will be 194 days instead of 191 days. Members will be compensated with credit towards column advancement on the salary schedule. The purpose is to provide orientation, professional development and transition support to professionals who are new to our district.</p> <p>Summer professional development: The district proposes that required professional development may be provided outside of the regular school year, limited to the weeks just before and after the school year, and compensated at the per diem rate. The purpose is to facilitate critical professional development, while limiting the impact on members’ summer schedules.</p>

<p>IEP/504 Meeting Compensation <i>(Article 13.8.4)</i> Provides for members to access additional compensation for attending meetings regarding 504 plans, as well as IEPs, outside of the regular work day. Increases amount of compensation available.</p>	<p>IEP and 504 meetings are mandated by federal law. The district attempts to schedule these during the regular work day where possible. Currently, the district maintains a pool of dollars available to compensate general education members for attending IEP meetings during scheduled planning time or outside of their regular work day. General education members also need to attend legally mandated 504 meetings. The district’s proposal would allow 504 meetings to be compensated under this provision, and would increase the funds available for IEP and 504 meeting attendance.</p>
<p>Elementary Testing Coordinator Support <i>(Appendix D)</i> Provides compensation for elementary testing coordinators.</p>	<p>The district proposes to provide up to four (4) additional work days, compensated at the per diem rate, for testing coordinators at elementary schools that have more than 200 students and less than half-time essential skills coordinators, with prorated amounts based on the assigned ESC FTE.</p>
<p>Special Education Support <i>(Appendix E)</i></p>	<p>The district proposes to continue to provide current levels of case management assistant time to support to special education programs, psychologists, consultants, and the Motor Team. The district proposes to continue to provide 2 hours of educational assistant (EA) time for each life skills classroom to support transportation.</p>