

EEA Bargaining Proposal

Article 2.6.2 This Agreement shall remain in full force to and including June 30, ~~2017~~ **2019**.

Article 4.1 PROFESSIONAL SALARY PLAN:

The professional salary plan for all unit members, except as herein provided, shall be as described below.

Article 4.1.1 (Revised proposal) The ~~2014-15~~ **2017-18**, ~~2015-16~~ **and 2018-19** and ~~2016-17~~ professional salary plans shall be as in Appendix A. The ~~2013-14~~ **2016-17** salary schedule shall be increased by ~~0.5~~ **two and three-quarters** percent (~~0.5%~~ **2.75%**) effective on July 1, ~~2014~~ **2017**. The ~~2014-15~~ **2017-18** salary schedule shall be increased by ~~one and one-tenth percent~~ **three** percent (~~1.1%~~ **3.00%**) effective July 1, ~~2015~~ **2018**. The ~~2015-16~~ salary schedule shall be increased by ~~one and three-tenths percent (1.3%)~~ effective July 1, 2016. The salary plans will be adjusted for the work year as per Article 10.2.

Article 4.1.3 **EEA's 05/09/17 proposal on this article is withdrawn.**

Article 4.1.4 **EEA's 05/09/17 proposal on this article is withdrawn.**

Article 4.3 WORK RELATED EXPERIENCE – **EEA accepts May 9 District proposal for the academic years 2017-18 and 2018-19.**

Article 4.3.1 The above provision applies for all unit members hired for positions listed below:

- a. Nurses - Registered Nurses and Nurse Practitioners
- b. Counselors, Librarians and Teachers – Counseling, teaching or serving as librarian in public or private school or agency or serving in the Peace Corps or Job Corps
- c. School Psychologist - as a psychologist
- d. Mental Health Therapists – as a social worker or mental health practitioner
- e. Speech and Language Specialist - as a speech clinician
- f. Occupational Therapist – as an occupational therapy clinician**
- g. Physical Therapist – as a physical therapy clinician**
- h. Unit members hired for positions that are not listed above and that do not require a TSPC license shall have their work experience assessed by the District to determine if it is beneficial for the position.

Article 4.9.1.f.1 – Retiree Medical Insurance - EEA accepts May 9 District proposal for the academic years 2017-18 and 2018-19.

Article 4.9.2. RETIREMENT PLAN B:

- b. The District monthly TSA contribution will be ~~\$50~~ **\$75** 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~~ **\$100**

- 2. Sixth year of eligibility - ~~\$100~~ **\$125**
- 3. Tenth year of eligibility - ~~\$150~~ **\$175**
- 4. Thirteenth year of eligibility - ~~\$175~~ **\$200**

Article 5 – EEA is interested in reorganizing and simplifying pieces of Article 5, but we need additional information. For example, Senior Media Specialist – What is the significance of “up to 15” additional work days?

Article 5.1.1 Senior High Coaches: Men

Head Football.....	15%
1st Assistant Football	10%
2nd Assistant Football.....	10%
3rd Assistant Football.....	7%
4th Assistant Football.....	7%
5th Assistant Football.....	7%
6th Assistant.....	7%
Head Basketball.....	15%
1st Assistant Basketball.....	10%
2nd Assistant Basketball.....	7%
3rd Assistant Basketball.....	7% *
Head Baseball.....	10%
1st Assistant Baseball.....	7%
2nd Assistant Baseball	6%
Head Wrestling.....	10%
1st Assistant Wrestling.....	7%
2nd Assistant Wrestling	6% *
Head Soccer.....	10%
1st Assistant Soccer.....	7%
2nd Assistant Soccer	5% *
Tennis.....	6%
Head Golf	6%
Assistant Golf.....	4%

Article 5.1.2 Senior High Coaches: Women

Head Basketball.....	15%
1st Assistant Basketball.....	10%
2nd Assistant Basketball.....	7%
3rd Assistant Basketball.....	7% *
Head Volleyball.....	10%
1st Assistant Volleyball.....	7%
2nd Assistant Volleyball.....	5%
Head Soccer.....	10%
1st Assistant Soccer.....	7%
2nd Assistant Soccer	5% *

Softball	10%
1st Assistant Softball.....	7%
2nd Assistant Softball.....	6% *
Tennis.....	6%
Cheer (Rally).....	10%
Dance.....	10%
Head Golf	6%
Assistant Golf.....	4%

Article 5.1.3 Senior High Coaches: Coed

Head Track.....	12%
1st Assistant Track	9%
2nd Assistant Track.....	9%
3rd Assistant Track.....	7%
4th Assistant Track.....	7%
5th Assistant Track.....	7% **
Head Gymnastics.....	11% *
Head Swimming.....	11%
Assistant Swimming.....	7%
Head Cross Country	7%
Assistant Cross Country.....	5%
Head Golf.....	6% *
Assistant Golf.....	4% *

Each high school will have a \$5,500 budget per year to use for open facilities.

**A fifth (5th) Assistant Track Coach may be hired, at an increment of seven percent (7%), if the number of students participating in track exceeds eighty-five (85).

Article 5.1.8 Other Extra Duty

Senior High Speech.....	12% *
Senior High Paper Newspaper/Media	10%
Senior High Yearbook	10%
Senior High Rally.....	8%
Senior High Dance Team Adv.	6%
Senior High Drama & Stagecraft: each play.....	6% for up to 2 plays per year
Senior High Musical.....	6% for one musical play to be divided among drama/stagecraft, orchestra, & vocal
Middle School Drama per play	2% for up to four plays each year
Middle School Journalism.....	4%

* The funding for these positions was reduced or eliminated. If restored, the position will continue at these percentages.

** A 1st Assistant Track Coach may be hired if the number of students participating in track exceeds 35; a 2nd Assistant Track Coach may be hired if the number of participants exceeds 70; a 3rd Assistant Track Coach may be hired if the number of participants exceeds 105.

Article 5.5.2 Additional responsibilities may require the following additional work days beyond the school year:

Position	Additional Percentage	Additional Work Days
Senior High Athletic Director	15	15
Assistant Senior High Athletic Director	8	5
Senior High Dept. Chairperson (5.5.3)	11	15
Educational Support Services Department Chair	11	5
IHS Head Teacher	11	0
Senior High Head Teachers (5.5.4)	5	5
Middle School Athletic Coordinator	6	0
Middle School Intramural Coordinator	0	0
Middle School Track Coordinator	2	0
Middle School Team Leader	6 or 8	0
Senior High Media Specialist	*	15
Middle School Media Specialist	*	15
Senior High Counselor (per building)	0	10 16
Middle School Counselor (per building)	0	3 5
High School Testing Coordinator (per building)	0 2	4 0
Middle School Testing Coordinator (per building)	0 2	4 0
**Elementary School Testing Coordinator (per building)	2	0
Psychologists and Special Education Consultants	0	1
Lifeskills Teachers	0	1

****ELEMENTARY TESTING COORDINATOR (revised proposal)**

The District will provide up to two percent (2%) additional stipend for elementary testing coordination for each elementary school of 200 or more students based on the level of Essential Skills Coordinator (ESC) FTE assigned to the school. Additional stipends are assigned as follows:

ESC FTE	Additional Percentage
0.5 or more	0.0%
0.4 to < 0.5	0.5%
0.3 to < 0.4	1.0%
0.2 to < 0.3	1.5%
0 to < 0.2	2.0%

Article 5.5.9 ELEMENTARY TEACHER LEADERSHIP EXTRA DUTY COMPENSATION

Elementary teachers in each elementary school (neighborhood and alternative) will receive additional release days for accepting teacher leadership responsibilities in the school as follows. The teacher has the option of receiving salary compensation for unused release days at the teacher's per diem rate. ; however, the teacher is solely responsible for completing the necessary paperwork and submitting it to Human Resources by June 1. **Release days remaining after the last contract day in June will automatically be converted to the teacher's per diem rate and payment issued in the July paycheck.**

Article 5.10 OUTDOOR SCHOOL – Members who participate in outdoor school funded by the Oregon Outdoor School funding program will be compensated for time at their per diem rate.

Article 6.1 FULL TIME:

The District's monthly insurance contribution for each full time equivalent (FTE) unit member for 2014-15 **2017-18** is ~~one thousand one hundred and forty five dollars (\$1,145)~~ **one thousand two hundred seventy-two dollars (\$1,272)** per month for the period October 2014 **2017** through September 2015 **2018**. For 2015-16 **2018-19**, the District's monthly insurance contribution for each full-time equivalent unit member shall be ~~one thousand, one hundred seventy five dollars (\$1,175)~~ **one thousand three hundred fifty dollars (\$1,350)** per month. For 2016-17, the District's monthly insurance contribution for each full-time equivalent unit member shall be ~~one thousand, two hundred dollars (\$1,200)~~ per month. There will be a one-time transfer of \$330,000 from the licensed insurance reserve fund to the District general fund on November 1, 2014, October 1, 2015 and October 1, 2016.

Article 6.2 PART TIME:

The District's monthly insurance contribution for each part time unit member whose FTE is between .50 FTE and .99 FTE shall be an amount which is a percentage of the full time unit member's District contribution set forth in Section 6.1 determined as follows:

- .500 FTE to .750 FTE shall receive 75% of the full time contribution,
- .751 FTE to .800 FTE shall receive 80% of the full time contribution,
- .801 FTE to .850 FTE shall receive 85% of the full time contribution,
- .851 FTE to .900 FTE shall receive 90% of the full time contribution,
- .901 FTE to .950 FTE shall receive 95% of the full time contribution,
- .951 FTE to .999 FTE shall receive 100% of the full time contribution.

Article 6.2.1 – Fluctuating FTE – Unit members who are assigned FTE assignments which fluctuate over the course of the year shall receive the insurance contribution based on their highest assigned FTE during that academic year. This provision shall not apply to unit members who request leave.

Article 7.4 WORK ENVIRONMENT:

The Association and the District believe the work environment for bargaining unit members should be free of unreasonable risk to bargaining unit members' health, safety, and personal liability. To achieve this goal, the parties agree as follows:

- a. Hazardous conditions in the work environment that are made known to the District and pose a danger to the health or safety of unit members shall be reported to the District Safety Committee.
- b. All unit members, in the course of performing their duties, shall report all unsafe practices and conditions to their immediate supervisor.
- c. Unit members shall not be required to participate in work activities under conditions which, as determined by the District, physically endanger their personal safety or well being. **Unit members who are assigned a student who is recognized as physically aggressive shall have access to appropriate District-approved training no later than two weeks after the student's arrival and will be provided with protective equipment upon request, as mutually agreed to by the member and administrator.**

Note: The proposed changes to Article 8 and 9 require the transition of accrued family leave balances. Existing accumulated family leave balances will be added to employee's sick leave bank.

Article 8 – LEAVES OF ABSENCE WITH PAY (New proposal)

8.1 SICK LEAVE:

- 8.1.1 Sick leave is provided in the amount of ~~ten (10)~~ **ninety-six (96) hours** per year **for full-time members**. An unlimited number of sick leave ~~hours~~ **days** may be accumulated.
- 8.1.2 All unit members shall be credited with their full annual sick leave benefits on the first contract day of the school year. Unit members terminating before the end of their contract duty days who have used more ~~hours of~~ **days of** sick leave than their service ~~hours~~ **days** entitled them to shall reimburse the District for the excess ~~hours~~ **days** paid to them.
- 8.1.4 "Sick leave" means absence from duty because of illness or injury. "Sick leave" also means absence from duty because of ~~a serious health condition~~ **disability caused by pregnancy or childbirth** which prevents the unit member from working. (See Section 9.4.1 for eligibility for additional leave.)
 - a. **Up to 40 hours' sick leave per year may be used to care for an ill or injured family member, regardless of whether such leave is covered by OFLA and/or FMLA.**
 - b. **Members eligible for FMLA and/or OFLA leave may use accrued sick leave towards an approved FMLA and/or OFLA absence for the following reasons: (1) the birth, adoption, or foster placement of a child; (2) the home care of employee's child; (3) to recover from or seek treatment for a serious health condition of the employee; (4) to care for a family member with a serious health**

condition. See Article 9.4 and contact Human Resources for additional information.

- c. **“Family member” means the spouse or same-gender domestic partner of an employee, the biological, adoptive or foster parent or child of the employee, the grandparent or grandchild of the employee, a parent-in-law of the employee, a person with whom the employee was or is in a relationship of in loco parentis, or other person defined as a family member for purposes of serious health condition leave under OFLA.**

8.1.5 Sick leave may be used without loss of pay, up to the total ~~hours~~ **days** accumulated. Any absence authorized as sick leave which is in excess of the unit member's accumulated sick leave shall be without pay. A unit member who is absent five (5) consecutive days on sick leave may be required to furnish a statement from his or her attending physician that the illness, injury or **serious health condition** ~~maternity-related disability~~ prevents the unit member from working.

~~8.1.6 Sick leave may be used at the unit member's option while on parental leave of absence.~~

8.3 PERSONAL LEAVE:

Unit members may take two days of personal leave per year with pay.

~~8.3.5~~ Unit members may **carry over unused personal leave days up to a total of accumulate three (3) accumulated** personal leave **days** in the following manner:

- a. ~~Up to three (3) accumulated days of leave may be used as personal leave.~~ **All provisions of Section 8.3 related to the use of personal leave apply to the use of accumulated personal leave.**
- b. ~~Up to three (3) accumulated days of leave may be used as family leave. All provisions of Section 8.4 related to the use of family leave apply to the use of such accumulated leave.~~
- c. ~~Unused personal leave days will be equally divided between accumulated personal leave and accumulated family leave, as described above, up to a maximum of three (3) days of each.~~

8.4 FAMILY LEAVE:

~~8.4.1 DEFINITION OF FAMILY : This leave can be used for the unit member's immediate family which will be considered to include persons for whom the unit member is normally a caregiver. This definition applies to Sections 8.3.6, 8.4.2, 8.4.3, and 8.4.4.~~

~~8.4.2 FAMILY ILLNESS: A unit member may be allowed two days absence with full pay for family illness of the member's immediate family. Whenever possible, this leave shall be requested in advance. (See Section 9.4.1 for eligibility for additional paid leave.)~~

~~8.4.3 CRITICAL FAMILY ILLNESS: In addition to the number of days of absence allowed at full pay i.e., personal and family illness leave, a unit member may be granted up to three days absence for critical illness of the member's immediate family~~

for which the unit member's pay will be deducted by one-half the unit member's daily salary. Under extenuating circumstances, the Director of Human Resources may allow more than three days with partial pay deduction, but no exceptions shall be made regarding the number of days for which full pay is allowed. A unit member may be allowed to use family critical illness leave no more than once in a fiscal year for any individual member of the member's immediate family. The critical illness absence must be approved by the Director of Human Resources and the request submitted to the building administrator.

- 8.4.4 BEREAVEMENT: A unit member may be allowed up to five (5) days absence with full pay for **the each death of a family member**. ~~in his/her immediate family.~~ For purposes of this article, **family member includes the relations listed in 8.1.4.c, as well as the member's siblings, step-siblings,** "immediate family" shall mean the employee's parents, in-laws, spouse/ domestic partner, children, stepchildren, grandparents, grandchildren, brothers, sisters, stepbrothers, stepsisters, or a person with whom the employee has a similar relationship to any of the preceding immediate family members.

The absence must be arranged with the building administrator and approved by the Director of Human Resources.

An OFLA-eligible employee may be eligible for leave of up to five (5) additional days as provided by OFLA and Article 9, and may apply accrued sick or personal leave while on such an approved OFLA absence.

Under extenuating circumstances, ~~In addition to the number of days absence allowed with full pay,~~ a unit member may be granted up to **two (2) additional paid five (5) days of bereavement leave for the death of a family member.** ~~absence for a death in his or her immediate family for which the unit member will receive a pay deduction of one-half of the individual's daily salary.~~

Article 9 -LEAVES OF ABSENCE WITHOUT PAY

Article 9.4 COORDINATION OF STATE AND FEDERAL LEAVE LAW WITH ARTICLES 8 and 9:

The District and the Association intend to coordinate a unit member's rights under Articles 8 and 9 with state and federal family leave law in a manner that assures no loss of the unit member's rights under Articles 8 and 9 and the unit member's rights under state and federal law on family and parental leave. ~~(Please complete a~~ **A** Family Leave form provided by the Human Resources Department **is required** for your family leave provided by this Section.)

- 9.4.1 PAID **FMLA/OFLA FAMILY LEAVE**: A unit member may apply his/her accrued paid sick leave to a FMLA or OFLA leave to attend to the birth, adoption, foster care, or home care of his/her child, the serious health condition of **the employee or his/her family member, as defined in Article 8.1.4.c.** ~~child, spouse/ domestic partner, parent, stepparent, or parent-in-law, grandparent or grandchild after the unit member has used all his/her accrued paid family leave under Section 8.4.2 and personal leave accumulated as family leave under Section 8.3.5.~~

- 9.4.2 UNPAID **FMLA/OFLA FAMILY LEAVE**: A unit member can take unpaid leave for the birth, adoption, foster care, or home care of his/her child or to attend to the serious health condition of **the employee or his/her family member as defined in Article 8.1.4.c.** ~~child, him/herself, spouse, stepparent, parent, or parent-in-law.~~
- 9.4.3 **FMLA/OFLA FAMILY LEAVE DURATION**: The unit member may be eligible for ~~extended paid or unpaid~~ leave under Sections 9.4.1 and 9.4.2 for a total of twelve (12) weeks during any fiscal year (July 1 through June 30) beginning with the first day of leave taken by the unit member under Articles 8 or 9 to attend to the birth, adoption, foster care, or home care of his/her child, **to care for a family member with a** ~~or the~~ serious health condition, **or to recover from or seek treatment for the employee's own serious health condition** ~~of his/her child, spouse, parent, stepparent, parent-in-law, or him/herself~~ as provided by law. (Please note the law is complex and individual cases will be addressed by the Human Resources Department.)

Article 10.1.3 OTHER MEETINGS: Department, Team, Grade Level, Student Staffing, Continuous Progress, and other professional meetings shall be scheduled (including beginning and ending times) as needed by participating unit members in collaboration with the building principal. Unit members will not normally be required to participate in these additional meetings on more than one day each week, excluding IEP meetings. On that day, it is not the intent of this section to require unit members to work beyond an eight (8) hour day. Other meetings will not be scheduled during grading days, grading and conference days, and progress report days as designated on the adopted school year calendar. In addition, meetings will not be scheduled during the one-hour uninterrupted elementary continuous preparation time (Section 10.1.5.e). The intent of this Section is not to preclude individuals or team members from voluntarily meeting/planning together on the aforementioned days or preparation time. During such informal voluntary meetings, decisions affecting unit members will not be made.

- a. The District and Association recognize that meetings are a regular part of the special education bargaining unit member's day. These commitments will be considered when special education unit members build their schedules (including student contract meetings, preparation time, and itinerant teacher travel time). **It is not the intent of this section to require unit members to work beyond an eight (8) hour day.**

Article 10.1.5 PREPARATION TIME: All unit members shall be provided at least one period of preparation time during their work day.

- a. Unit members shall not be assigned to supervise or instruct students during their preparation time.
- b. Middle, ~~and~~ high, **and elementary classroom teachers** shall be guaranteed a preparation period during the instructional day.
- c. Elementary unit members shall have at least ~~two hundred and forty (240)~~ **three hundred (300)** 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 ~~two hundred and forty (240)~~ **three hundred (300)**

minutes is in addition to the one (1) hour of uninterrupted preparation time in Section 10.1.5.e. These ~~240 two hundred and forty (240)~~ **three hundred (300)** minutes will include at least ~~ninety (90)~~ **one hundred fifty (150)** minutes of preparation time during the student work day each week in blocks of not less than thirty (30) minutes, which time will generally be used for individual planning and/or collaboration at the member's discretion. Elementary ESS members will continue to have 150 minutes of preparation time per week outside the student day in addition to the hour provided in Article 10.1.5.e and the case management time in Article 13.8.7.

~~Elementary preparation time for 2014-15 and 2015-16 will be as provided in Appendix F.~~

- d. When an administrator initiates and assigns unit members to work during their preparation period, they are paid at their prorated per diem rate.
- e. The purpose of Section "e" is to have elementary schools schedule an hour of continuous preparation time for bargaining unit members.

Each elementary school bargaining unit member shall have a continuous hour per week of preparation time during the normal student day. Student instructional time must meet or exceed state standards. The school administration will schedule required meetings at times other than during this additional hour of preparation time. This hour of preparation time must be continuous except as provided below.

1. A school may adopt a plan for a non-continuous hour of preparation time if the school bargaining unit staff members and administration adopt the schedule by consensus, and the length of the student instructional day is not increased for the purpose of adding the hour. The non-continuous schedule must have a clear benefit for the school's program and every effort must be made to minimize the impact on the school's normal class size.

- f. **If elementary teachers are assigned to teach a blended class after August 1 of the upcoming school year, they shall receive a stipend of eight percent (8%) of their annual salary.**

~~Article 10.1.7 KINDERGARTEN CONFERENCING AND REPORTING:~~ **ELEMENTARY REPORTING:**

Each grading period, elementary licensed staff members will be given two (2) non-student workdays to prepare grade reports, for a total of four (4) non-student grading days.

Note: Since 4J now has a full day kindergarten program, the current article 10.1.7 is no longer needed. The language above is meant to replace the current article.

Article 10.1.9 ELEMENTARY CONFERENCES: (revised proposal) 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. If an elementary school unit member **is responsible for more than** ~~has greater than~~

twenty-eight (28) ~~students~~ **conferences** for the all-school parent conference, he/she will be compensated for one half (1/2) day at his/her per diem rate.

**Article 10.4.1 STAFF DEVELOPMENT TIME FOR STANDARDS BASED INSTRUCTION:
(New proposal)**

In addition to already planned staff development, unit members responsible for Standards Based Instruction record keeping and assessment will be provided release time as follows. Unit members responsible for Standards Based Instruction record keeping and assessment will be provided release time as follows.

Each unit member with ~~work sample~~ **formative or summative assessment responsibility** will be provided up to twelve (12) hours of release time that can be scheduled during the school year in increments of four (4) hours, subject to substitute availability. This day can be used for record keeping, assessment or planning related to standards based instruction. The amount of funds available for these release days will be \$50,600. If the payments in one year exceed the cap of \$50,600 then the cap in the successor year will be reduced proportionally and for that year, unit members will be provided only one full release day or two half days.

Article 10.5 STAFF DEVELOPMENT AND PROFESSIONAL PLANNING DAYS:

10.5.1 The District may require unit members to participate in mandatory staff development **as well as technical or safety training (in person or online)** provided it is during the workday unless the workday is designated as a teacher planning day by the terms of this Agreement.

a. District administrators will work collaboratively with their staffs to provide adequate time during the workday (excluding designated teacher planning days as defined by the terms of this Agreement) for unit members to complete their evaluation goals.

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 ~~\$304~~ **\$316** (for eight [8] hours) or an hourly rate of ~~\$38.00~~ **\$39.50**.

10.5.3 The work year shall include a unit member professional planning day as the first day of the scheduled work year. **On the day before students report in the fall, the District will provide full-time members with at least six (6) hours of uninterrupted preparation time on site. The preceding will be prorated for part-time employees.**

10.5.4 The academic year includes two professional development/ planning days. On those days, the District will provide full-time members with at least ~~two (2)~~ **three and three-quarter (3.75)** hours of uninterrupted preparation time on site. The preceding will be prorated for part-time employees.

10.5.5 Newly hired unit members will be paid for two (2) contract days prior to the first scheduled day of the year. One of these extra days will be for participating in District-provided orientation activities, and the other will be for individual planning.

Article 12.11 - NONDISCRIMINATION:

~~The provisions of this Agreement shall be applied equally to all unit members in compliance with the applicable law against discrimination as to race, color, creed, sexual orientation, national origin, age, sex or marital status.~~

12.11.1 In matters of wage, hours and employment relations, or any other matter covered by this Agreement, the District agrees to follow a policy of not discriminating against any unit member on the basis of race, color, national origin, ancestry, sex, age, weight, height, marital status, religion, disability, sexual orientation, gender identity, lawful off-duty political activity or associations, or as otherwise provided by School Board policy.

12.11.2 However, this provision shall not be construed to prevent the following:

- a. District participation in programs conducted in an effort to increase opportunities for minority groups, subject to the provisions of this Agreement; and/or**
- b. distinctions authorized by law.**

12.11.3 The interpretation given to this Article shall be consistent with the proper interpretation of the provision of the Oregon Fair Employment Practices Act contained in ORS Chapter 659A. A grievance alleging violation of Section 12.11.1 of this Article may not be appealed to arbitration if the alleged discrimination is based on one or more legally protected classes.

13.4 COOPERATING TEACHERS ACCOUNT: (New proposal)

The District and the Association will jointly plan, negotiate and implement the District's cooperating teachers contract (teacher training program) with the institutions of higher education. The District and the Association shall implement these joint responsibilities by joint committee under the terms of Article 16.

LIAISON COMPENSATION: A liaison will be selected by the District in collaboration with EEA and will work with a designated District administrator. If the District decides to select unit members to administer the District Cooperative Teacher Program, the unit member(s) shall be compensated under the following terms and conditions. The unit member(s) selected for this position shall be called University Liaison.

The University Liaison will perform the responsibilities of the position during the regular teacher work year. The District is solely responsible for determining the number of Liaison positions. A Liaison position shall be filled under the terms of Section 5.2.1. The University Liaison will be compensated at 0.1 FTE as an extra duty assignment. If an adjustment needs to be made to the FTE based on workload, it will be referred to the JCAC prior to implementation.

~~Compensation for the Liaison of the District Cooperative Teacher Program will be as follows: One liaison will be compensated at .2 FTE or equivalent salary as an extra duty assignment, or Two liaisons will be compensated at .1 FTE or equivalent salary as an extra duty assignment. If an adjustment needs to be made to the FTE based on workload, it will be referred to the JCAC prior to implementation.~~

Article 13.8 SPECIAL EDUCATION:

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~~ **SSD** full time position assigned for instruction of students with disabilities (per IDEA) 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.
- Each ~~ESS~~ **SSD** 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)~~ **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 and the two (2) days stipend at their prorated per diem rate.
- Each full-time ~~ESS~~ **SSD** unit member assigned to provide Preschool Hearing Impaired services will receive one (1) release day(s) and a stipend equal to one (1) day at 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 one (1) day stipend at their prorated 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~~ **Release** time and the other half may be converted to the substitute rate.

Each ~~ESS~~ **SSD** 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, **Adaptive PE Specialist, Assistive Technology Specialist**, 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.

13.8.4 IEP POOL COMPENSATION: ~~The District will annually allocate twenty thousand dollars (\$20,000) for SSD and non-ESS non-SSD bargaining unit members to will 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.

13.8.5 ITINERANT ESS STAFF PROFESSIONAL DEVELOPMENT: The district will provide professional development funds **at a daily rate of \$316 (for eight [8] hours) or an hourly rate**

~~of \$39.50 to itinerant ESS bargaining unit members based on the calculation used by the District to fund building-based professional development. Each occupational group of itinerant ESS unit members determines if the funds will be pooled or used on an individual basis. Upon a group's specific request and plan, the District will carry over unused pooled funds to the following year.~~

~~13.8.7 Beginning in 2015-16, Special Education teachers assigned to a building will receive daily case management time for the purpose of arranging and completing IEPs, performing required special education activities related to IDEA, and reporting progress. This time is not protected. due to the requirements of special education teachers to support students throughout their school days. However, administrators will not assign teachers any non-case management duties during their case management period. Case management time will be allotted as follows:~~

- a. 30 minutes daily for elementary special education teachers;
- b. 1 period per day for middle school special education teachers;
- c. 1 period per day for high school special education teachers **and post-high school transition special education teachers.**
- d. ~~30 minutes daily for post-high school transition special education services.~~

13.8.8 SCHOOL PSYCHOLOGIST CERTIFICATION:
School psychologists holding the NCSP (Nationally Certified School Psychologist) certification will receive a \$2000 annual stipend.

Article 13.8.9 - 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, SSD administrators shall respond to unit members' questions regarding these subjects in a prompt and timely fashion.

13.8.10 SSD PROCEDURES AND PROTOCOLS MANUAL: The District will provide SSD teachers and specialists a complete and current manual of procedures and protocols. This manual shall include at a minimum documents pertaining to evaluation planning, evaluation, eligibility determination, IEP, placement, move-ins, manifestation determination, extended school year, and disciplinary actions, but shall not be limited to these processes. Details shall be provided for District-specific step-by-step procedures for each process, decision-making guidelines for each step in the process, and the responsibilities of each team member in a process.

Article 13.12 ONLINE COURSES AND CURRICULUM: (Revised proposal)

~~Before providing online courses or curriculum, the District will notify the Association and will bargain on demand the impacts on working conditions, compensation, and other mandatory subjects pursuant to ORS 243.712.~~

13.12.1. The District and the Association recognize that from time to time it may be in the interest of the District's educational program to offer instruction to students via internet-based learning programs.

13.12.2. Such classes will be used for a variety of educational course work.

13.12.3. A joint committee of two (2) District representatives and two (2) representatives appointed by the Association shall establish and review, at least annually, an online learning plan which shall include the number of students served, classes offered, and services provided by Association members. This committee will report to JCAC no later than March 15.

13.12.4. Internet-based learning programs shall not be used to decrease teaching staff and shall not replace current teaching FTE positions within the bargaining unit.

13.12.5. Internet-based learning programs administered by the District that are taught/monitored/administered by certified members of the staff outside of their regular classroom duties will be granted an extended duty contract. Extended duty contracts will be paid at per diem rates for actual time spent in instruction and administration of online coursework, including work as an assigned Teacher of Record.

13.13 NEW TEACHER MENTOR PROGRAM:

~~In the event a new teacher mentor program is reinstated,~~ † The District will work collaboratively with the Association to provide a new teacher mentor program. A mutually agreed upon licensed co-coordinator will be funded by the District at 0.1 FTE.

ADDITIONAL PROVISIONS:

University Liaison and Seminar Coordinator

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.