

Proposal, Eugene School District 4J

June 14, 2017, 4:30

Proposal includes all areas identified in Summary of Apparent Tentative Agreements dated June 14, 2017.

ARTICLE 2 - STATUS OF AGREEMENT

2.6 EFFECTIVE DATE:

2.6.1. This Agreement shall take effect upon its ratification date, and shall be implemented on that date except when another date is specifically designated. Notwithstanding any other provision, the effective date of any wage and benefit change will be the later of July 1, 2017 or the first date of the month following ratification by all parties.

2.6.2 This Agreement shall remain in full force to and including June 30, ~~2017~~ 2020.

ARTICLE 3 - GRIEVANCE PROCEDURE

3.4.2 GROUP GRIEVANCE: A group grievance may be filed when an alleged violation affects a clearly defined class of unit members. The Association may submit such grievances in writing to the Human Resources Director/Superintendent commencing at the Informal Level and proceeding to Level One. ~~Two.~~

ARTICLE 4 - SALARIES AND RELATED COMPENSATION

4.1.1. The ~~2014-15, 2015-16 and 2016-17~~ 2017-18, 2018-19, and 2019-20 professional salary plans shall be as in Appendix A. ~~The 2013-14 salary schedule shall be increased by 0.5 percent (0.5%) effective on July 1, 2014. The 2015-16 salary The 2014-15 salary schedule shall be increased by one and one-tenth percent (1.1%) effective July 1, 2015. The 2015-16 salary schedule shall be increased by one and three-tenths percent (1.3%) effective July 1, 2016. The 2017-18 salary schedule shall be increased by one percent (1%). The 2018-19 salary schedule shall be increased by one percent (1%). The 2019-20 salary schedule shall be increased by one percent (1%).~~ The salary plans will be adjusted for the work year as per Article 10.2.

4.1.4 ~~New Top Step. Effective July 1, 2014, a new top step will be added to each column on the salary plan, which will be an increase of two and three-quarters percent (2.75%) over the prior step over the term of the contract as follows: one percent (1%) in 2014-15, one percent (1%) in 2015-16, and three-quarters of one percent (.75%) in 2016-17.~~

ARTICLE 5- EXTRA DUTY COMPENSATION

5.1.6. Middle School Coaches: Coed

Head Track.....	7%
1st Assistant Track.....	5%**
2 nd Assistant Track.....	5%**
3 rd Assistant Track.....	5%**
<u>Middle School Track Coordinator</u>	<u>2% MOVED FROM 5.5.2</u>
Middle School Wrestling	\$1.250 per region

5.1.8 Other Extra Duty

Senior High Athletic Director.....	22%	PER MOU; MOVED FROM 5.5.2
Senior High Speech.....	12% *	
Senior High Paper.....	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%	

5.1.9 Fall Reporting Time

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. **PER EXISTING MOU.**

5.5. ADDITIONAL RESPONSIBILITIES:

Unit members performing services over and above those usually assigned during the school year shall receive additional compensation.

- 5.5.1. The following percentages shall be computed on the individual's actual salary, up to step 14 on the first five columns of the salary schedule and up to step 15 on the last two columns.
- 5.5.2. Additional responsibilities may require the following additional work days beyond the school year:

Comment on proposed changes below: For ease of reference, Athletic Director is moved to Article 5.1.8, and the Middle School Track Coordinator is moved to 5.1.6 – Extra Duty. The outdated references to old leadership model deleted – see 5.5.8 for leadership framework; References to positions that have not existed for several years, including the Assistant High School Athletic Director, Senior High Department Chairperson, Senior High Head Teachers, Middle School Athletic Coordinator, and Middle School Intramural Coordinator, are deleted. The added days for high school counselors, school psychologists and media specialists are moved to New Article 10.4 – Extended Work Year.

(District accepts EEA's May 25 proposal re high school and middle school testing coordinators)

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
Ed. Support Student Svcs. Dept. 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)	10
Middle School Counselor (per building)	3
High School Testing Coordinator (per building).....	4
Middle School Testing Coordinator (per building).....	4
Psychologists.....	1

*Each additional day up to the number listed, to be paid at the unit member’s per diem rate.

5.5.3. ~~Senior High Department Chairpersons or persons with equivalent responsibility shall be defined as leaders of Departments with five (5) or more full-time equivalent teachers. The district will continue to budget funds for high school teacher leadership using the 2016-17 baseline amounts for comprehensive high schools, prior to any allocation for IHS. During the term of this agreement, such allocations will not be increased.~~ **Moved from 5.5.8.e with modification.**

5.5.4. ~~Senior High Head Teachers or persons with equivalent responsibility shall be defined as leaders of Departments with fewer than five (5) full-time equivalent teachers. Small departments may be joined to provide a Head Teacher.~~

5.5.6 ~~Up to four (4) additional workdays for Elementary Media Specialists shall be allowed at the discretion of the District.~~ **Moved to workyear article.**

5.5.7 Instructional Time:

a. ~~Senior High Department Chairpersons or persons with equivalent responsibility shall not teach more than four (4) periods per day.~~

b. ~~Senior High Head Teachers and Middle School Intramural Coordinators shall not teach more than five (5) periods per day.~~

5.5.8. PROCESS FOR CHANGING TEACHER LEADERSHIP PLANS~~ADDITIONAL RESPONSIBILITIES:~~

e. ~~The District will continue to budget funds for Article 5.5 additional responsibilities of Senior High Department Chair, Ed. Support Services Department Chair, Senior High Head Teacher, and Middle School Team Leader which are available for unit member compensation under Section 5.5.8.~~ **Moved to 5.5.3**

f. ~~The funds distributed to unit members for additional responsibilities listed in paragraph 5.5.8.e.~~ under the terms of Article 5.5.8 will be for additional salary.

5.5.9 ELEMENTARY TEACHER LEADERSHIP EXTRA DUTY COMPENSATION

Elementary teachers in each elementary school (neighborhood and alternative) will receive compensation as provided in the teacher leadership plan ~~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.~~

Elementary teacher leadership responsibilities include:

- a. Grade level facilitators,
- b. Assistance with coordination of staff development and/or school improvement on such issues as addressing the achievement gap or special needs students,
- c. Technology facilitation,

- d. Coordination and organization of student performances, and
- e. Coordination of testing.

This list can be changed based on the needs of a school; however, changes must be approved by the JCAC using the Section 5.5.8 process. The elementary leadership responsibilities and compensation number of release days for each leader must be reported annually to JCAC.

The teacher who accepts leadership responsibilities will receive compensation per the leadership plan. The district has budgeted funds for elementary teacher leadership as follows: paid release days during the work year. These days can be taken on days selected by the teacher with reasonable advance notice to the principal and substitute availability including days before and after weekends, vacations, and holidays, except for scheduled professional development time.

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

100-249 students	<u>\$8,600</u> 16 teacher release days not to exceed 5 teachers
250-349 students	<u>\$9,500</u> 18 teacher release days not to exceed 6 teachers
350-449 students	<u>\$10,400</u> 20 teacher release days not to exceed 7 teachers
450-549 students	<u>\$11,300</u> 22 teacher release days not to exceed 7 teachers
550 <u>or more</u> 650 students	<u>\$12,200</u> 24 teacher release days not to exceed 8 teachers

5.9 IB ASSESSMENT COMPENSATION

The District will allocate \$24,099 for IB assessment compensation, which will be increased each subsequent fiscal year by the licensed COLA increase. The District will distribute 20% of the funds to Eugene IHS (EIHS) and North ~~IHS (NIHS)~~, and the remaining 80% to other IB host sites (South Eugene, Sheldon, and Churchill, and North (non-IHS)); based on the number of students in each program who are registered for IB tests in October of that fiscal year. The leadership team of each site will then distribute the funds to support the work required for completing required IB internal assessments for the classes offered at each site in math, biology, chemistry, physics and foreign language.

ARTICLE 6 - FRINGE BENEFITS AND OTHER ALLOWANCES

INSURANCE:

6.1. FULL TIME:

The District's monthly insurance contribution for each full time equivalent (FTE) unit member for 2014-15 is one thousand two hundred and ten dollars (\$1,210) one hundred and forty-five dollars (\$1,145) per month for the period October 2017-2014 through September 2019, and one thousand two hundred and twenty (\$1,220) dollars per month for the period starting October 2019. From October 2017 through September 2020, members will receive subsidies from the licensed insurance reserve fund such that the combined total monthly contribution received by members is one thousand two hundred and forty dollars (\$1,240). 2015. For 2015-16, the District's monthly insurance contribution for each full time equivalent unit member shall be one thousand, one hundred seventy-five dollars (\$1,175) 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) 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. During the term of this agreement, the district will not make contributions to the licensed insurance reserve fund on behalf of members who have waived insurance, except that the

[district will continue to make contributions for Life, LTD, EAP and the Wellness Clinic for such members.](#)

6.4 JOINT BENEFITS COMMITTEE:

The parties will continue the standing JBC with four (4) members appointed by the Association and four (4) members appointed by the District. Each party shall designate one of their appointees as a co-chair of the JBC. The JBC decisions shall be by consensus. The JBC is responsible for designing and managing the unit members' benefit programs, the reserve fund, and communication with unit members on benefit issues. The JBC will annually recommend to the District a budget for its operating expenses which shall include but is not limited to consultant fees, substitute release time, printing, and postage. The JBC will annually use JBC managed insurance reserve funds to pay one-half of the operating costs and management expenses of the certified insurance plans up to sixty thousand dollars (\$60,000.00). JBC members shall have equal access to all committee consultants.

- a. The insurance reserve fund and all amounts which have been added to the fund, including interest earned on the fund amount, are reserved exclusively for the bargaining unit members' insurance program as managed by the JBC. [Beginning June 30, 2020, amounts over seven hundred thousand dollars \(\\$700,000\), based on the year-end reconciliation, will revert to the district's general fund.](#)

6.5. BENEFIT ADJUSTMENT:

If costs of unit member medical, dental, vision, life, and long-term disability insurance exceed the District contribution, then the JBC will adjust the benefit program to fall within the amount of the District contribution including accumulated insurance fund reserves or assess unit members the excess cost. If the JBC is unable to reach consensus on how to cover the difference between the insurance premium and the amount of the District contribution as required by this Section, then the Association and District JBC representatives shall each make a proposal for covering this difference using either benefit program changes, available JBC reserves, and/or unit member out-of-pocket contribution or a combination thereof. [The adjustment by the JBC will ensure that funds are used for the immediate purpose of defraying insurance costs for members.](#)

ARTICLE 7 – LIABILITY AND LEGAL PROTECTION

7.4 WORK ENVIRONMENT: **(New proposal)**

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.
- d. [If a member feels threatened by a physically aggressive student, the district will initiate an assessment of the environment in a timely manner.](#)

ARTICLE 8 – LEAVES OF ABSENCE WITH PAY **(Comment: overall agreement on Article 8 proposal, except 8.1.2)**

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 [earn sick leave based on work hours paid, not to exceed 96 hours per year.](#)

~~be credited with their full annual sick leave benefits on the first contract day of the school year. The district shall allow the use of anticipated but unearned sick leave up to the maximum annual hours authorized in Article 8.1.1. Unit members terminating before the end of their contract duty days who have used more ~~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: (6/8 - District accepts EEA's May 25 proposal)

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 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.~~
 - e. ~~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 (6/8 District accepts EEA's May 25 proposal on Bereavement) **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 additional days as provided by OFLA and Article 9, and may apply accrued sick or personal leave while on 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 10 - WORK SCHEDULE

- 10.1.2. FACULTY MEETINGS: Building staffs will collaborate with the building administration to set a yearly schedule (including dates and times) of staff meetings. ~~Unit members will make attendance at these meetings a high priority.~~ It is not the intent of this Section to require unit members to work beyond an eight (8) hour day. Administrators and staffs are encouraged to regularly schedule no more than two (2) staff meetings per month.
- 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 and 504 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.
- 10.1.5.c ***No change except removal of outdated last sentence:***
Elementary preparation time for 2014-15 and 2015-16 will be as provided in Appendix F.
- 10.1.5.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.~~

10.2 WORK YEAR AND SCHEDULE:

The Board shall adopt a school calendar of one hundred ninety-one (191) contract days for returning bargaining unit members which includes a teacher planning day as the first day of the scheduled year. Days may be added at the per diem rate.

Should the district consider reducing the number of work days due to a revenue shortfall, the subject and impact of such decision shall be subject to expedited bargaining pursuant to ERB rules.

~~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).~~

~~Any of the cut days may be offset by hazardous weather days. Notice that the days will be added to the end of the year will be made by April 15, 2015. The District may restore days upon 30 days' written notice to EEA.~~

~~For the 2015-16 school year only, the work year will be reduced by one (1) day, which shall be a hazardous weather day. If there is no hazardous weather day by April 1, 2016, the school year shall end one (1) day early. The District may restore the day upon 30 days' written notice to EEA.~~

10.2.1 Five (5) paid holidays shall be Labor Day, Veteran's Day, Thanksgiving Day, ~~President's Day~~ Martin Luther King Day, and Memorial Day.

10.2.2 If any of these holidays fall on a Sunday, the holiday shall be observed on the following Monday. If the holiday falls on Saturday, the holiday shall be observed on the preceding Friday. Part-time unit members shall receive holiday compensation on a pro-rata basis. As needed, their regularly scheduled hours will be adjusted in order to assure appropriate pro-rata holiday compensation and scheduled hours.

10.2.3 Unpaid vacations shall be continuous blocks of time, excluding Saturdays, Sundays, and holidays. The work year shall include:

- a. Thanksgiving unpaid vacation shall be at least one (1) day.
- b. The length of winter unpaid vacation shall be determined by the procedure outlined in Section 10.2.4.
- c. ~~Martin Luther King Day is an unpaid day.~~
- d. Spring unpaid vacation shall be at least five (5) days.

10.2.4 Procedures for Association involvement in the development of a school district calendar:

- a. The District shall present the proposed school calendar to the Association at least sixty (60) days prior to the Board's consideration of the proposed calendar; provided however that if calendar modifications are necessitated due to school closures caused by emergency conditions, proposed revisions will be presented to the Association and the sixty (60) day notice shall not apply. The Superintendent or designee will attempt to resolve any differences regarding the calendar.
- b. In the event of disagreement between the Association and the Superintendent, the Association may present its calendar with appropriate rationale directly to the Board for consideration.

- c. If the Board rejects any of the Association's recommendations, the Chairperson of the Board shall notify the Association in writing of the reason(s) for the rejection.
- d. The District shall give the Association at least forty (40) days notice prior to the District's proposed calendar change for specific unit members. The District and Association shall collaborate in addressing any difference on a proposed calendar change.
- e. In the event of an unresolved issue on a proposed calendar change for specific unit members, the Association, within the forty (40) days notice, may present its desired calendar with appropriate rationale to the Superintendent for review and a final calendar decision.
- f. Starting in 2018-19, the same process as outlined in a-e above shall be used to establish a standard schedule, by level, including any student early release, late start, or no-student days. The Board shall adopt the schedule upon recommendation of the Superintendent.

The calendar(s) and standard schedules approved by the Board for each level will meet or exceed the minimum hours of student instructional time established in Oregon Administrative Rules, with no subtraction of hours for recess, parent-teacher conferences, or professional development. The district standard schedules will not increase the instructional hours of teachers at any level, annualized over the year, beyond 923 hours for grades K-5, 970 for grades 6-8, and 1,017 hours for grades 9-12, without written consent from the Association, unless it is necessary to meet state minimum hour requirements.

The schedule for elementary will ensure elementary members continue to receive one hour per week of uninterrupted preparation time, or the bi-weekly or monthly equivalent.

- ~~f. Except for the provisions of Article 10.1.5.e Elementary Preparation Time, the following process will be used to implement a schedule change for a school's student day late start, early release, or full day release:~~
 - ~~1. The principal, site council and licensed bargaining unit members will collaborate to create a late start, early release, or full day release schedule change and forward the proposed change to JCAC.~~
 - ~~2. JCAC will review the proposed schedule change and verify that the change does not violate the collective bargaining agreement prior to implementation.~~
 - ~~3. The schedule change must be approved by both the principal and by a vote of at least 75% of the licensed bargaining unit members voting at the site in support of the schedule change.~~
 - ~~4. Any schedule changed or maintained must meet the state mandated minimum instructional minutes. If a school schedule is found to not meet state mandated minimum instructional minutes, the school will follow the procedures of this section to implement a schedule change meeting state mandated minimum instructional minutes.~~

~~10.4 STAFF DEVELOPMENT TIME FOR STANDARDS BASED INSTRUCTION:~~

~~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:~~

~~Each unit member with work sample 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.~~

NEW 10.4 EXTENDED WORK YEAR

1. School psychologists, special education consultants and nurses shall have a work year of 194 days. The additional days will be scheduled immediately before the contract year unless the member and administration mutually agree otherwise, and will be paid at the per diem rate. (TA 6/8/17)
2. Each comprehensive high school has up to 10 additional days, and each middle school and ECCO has up to 3 additional days, to allocate to counselors required to work beyond the school year. Each middle and high school has up to 15 additional days to allocate to media specialists required to work beyond the school year. Up to four (4) additional workdays for Elementary Media Specialists shall be allowed at the discretion of the District. Additional days will be paid at the member's per diem rate.
3. Members new to the District shall have a work year of 194 days. Compensation for the additional three days shall consist of credit toward advancement on the salary schedule in the amount of one credit per day, for a total of three (3) credits.
4. Summer professional development may be required during the week immediately prior to the work year. When required, notice will be provided to affected members by Spring break, or to new hires at the time of hire. For each day the member's regular work year is lengthened, the teacher shall be paid at the per diem rate.

10.5 STAFF DEVELOPMENT AND PROFESSIONAL PLANNING DAYS:

- 10.5.1 The District may require unit members to participate in mandatory staff development provided it is during the workday unless the workday is designated as a teacher planning day by the terms of this Agreement.
- 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 (for eight [8] hours) or an hourly rate of \$38.00.
- 10.5.3 The work year shall include a unit member professional planning day as the first day of the scheduled work year.
- 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) hours of uninterrupted preparation time on site. The preceding will be prorated for part-time employees. Four (4) half-days may be scheduled instead of two (2) full days.

ARTICLE 13 - PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

New proposal 13.8.1 SPECIAL EDUCATION RELEASE TIME, STIPENDS AND IEP POOL: 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) 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 unit member assigned to provide Preschool Hearing Impaired services will receive one (1) release day 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 time and the other half may be converted to the substitute rate.

Each ~~SSD 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.

In addition to the stipends above, the district will annually allocate twenty-seven thousand dollars (\$27,000) for SSD members to receive up to a total of six hours compensation based on their per diem rate for participating in IEP meetings during scheduled planning days, scheduled preparation time, or outside the member's work day. The administration of the pool will be as provided in 13.8.4.a.

(Revised proposal below).

13.8.4 IEP/504 POOL: The District will annually allocate twenty-~~seven~~ thousand dollars (~~\$270,000~~) for non-~~ESS SSD~~ 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 or 504 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/504 log form.

- a. 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.

13.8.6 EXTENDED WORK:

- a. Unit members who are authorized by an ~~ESS SSD~~ administrator to provide special education Early Intervention Program evaluation and transition services outside the standard work-year for unit members will be paid at the unit member's per diem rate.
- b. ~~Unit members who are authorized by an ESS administrator to provide evaluation and transition services and participate in IEP meetings outside the standard work-year for unit members will be paid at the unit member's per diem rate.~~

APPENDIX D

MISCELLANEOUS

ONE-TIME PAYMENT AND RESERVE TRANSFER

~~For 2014-15, EEA may use funds from the licensed insurance reserves to fund a one-time payment of \$200.00 to all members actively employed and in paid status and enrolled for insurance as of December 1, 2014. The one-time payment will be the same for each eligible member, and not prorated for part-time FTE. Members who retire on or by December 1, 2014 and are not rehired to finish the work year are not eligible for the one-time payment.~~

~~Payment will be distributed on December 31, 2014 through the 4J payroll system. The licensed insurance reserve fund will cover the entire expense of the one time payment, including all fixed payroll costs such as District paid PERS, FICA, unemployment, and workers compensation. Funds necessary to cover the total cost of this one-time payment will be transferred from the licensed insurance reserve fund to the District general fund during the 2014-15 school year.~~

UNIVERSITY LIAISON AND SEMINAR

The Association and the District value their partnership in providing professional development. To support that partnership, the University Liaison position will be funded at 0.1 FTE for the life of this contract so long as the present incumbent remains employed in such position. ~~and~~ The Seminar Coordinator position will be funded at 0.2 for the life of this contract. These positions are not a status quo obligation of the contract.

ELEMENTARY TESTING COORDINATOR

For the life of this contract, the district will provide up to two percent (2%) 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.

ESC FTE	PERCENTAGE
<u>.5 or more</u>	<u>0.0%</u>
<u>.4 to < .5</u>	<u>0.5%</u>
<u>.3 to < .4</u>	<u>1.0%</u>
<u>.2 to < .3</u>	<u>1.5%</u>
<u>0 to < .2</u>	<u>2.0%</u>

CHINESE IMMERSION – TEACHER LEADERSHIP

For the term of this agreement, the district will allocate \$1,360 annually to support teacher leadership at the Chinese Immersion School. If student enrollment exceeds 100, the terms of Article 5.5.9 will apply.

TRANSITIONAL PROCESS – SCHOOL SCHEDULES

Prior to presenting standard calendars and schedules for the 2018-19 school year to the Association and Board as provided in 10.2.4.f, the District will obtain stakeholder input through methods such as surveys, feedback from teacher leadership teams, and administrator meetings. In addition, the district will consider the need for building professional development and meetings, coordinated professional development time for district-required professional development, the need for collaborative planning time and professional learning communities, and contractually guaranteed planning and preparation time.

ELEMENTARY REPORT CARD INITIATIVE New proposal

During the 2017-18 school year, the Director of Elementary Education will engage elementary teachers and administrators for the purpose of streamlining the elementary report card and reducing the workload associated with report card preparation.

APPENDIX E

ESS SPECIAL EDUCATION SUPPORT

To support special education providers, the District will provide classified staffing for clerical support, scheduling assistance and data entry during the 2014-2017-2020 contract. Four 8-hour Case Manager

~~Program Coordinator~~ Assistants (“PCCMAs”) will be trained and assigned to serve the elementary, middle and high school CLC programs, ESSD consultants, psychologists, autism and behavior consultants, SLPs, OTs, and PTs (Motor Team), Adaptive PE and the ESSD Technology Synergy Specialist.

In addition, during the term of this agreement, the District will provide two hours’ EA time per life skills classroom for transportation support.

Housekeeping:

1. References to ESS and Education Support Services should be changed to SSD and Student Support Services
2. Propose move Article 13.3 to Article 8 – Leaves, so it can be identified as a leave type.
3. Delete Article 8.7 and Appendix B – Study Leaves. Provisions not used in over 20 years.
4. Delete 13.1 – Travel Committee. Not used in several years.
5. Delete 13.7 – Third Party Billing. This has not been used in 15 years.
6. Delete Appendix F – Phase-In of Elementary Prep Time. Prep time has been phased in.
7. Delete Appendix G – Pilot on Licensed Staffing. Appendix G expired (see para 2). MOU of 3/2/16 remains in effect through Sept. 1, 2017.
8. Reference material printed for informational purposes at pp 62, 63 will be removed.

The district requests that a subcommittee of the bargaining teams be formed to make a recommendation about housekeeping issues to the bargaining teams.

SUMMARY OF APPARENT TENTATIVE AGREEMENTS AS OF JUNE 14, 2017, 4:30

ARTICLE 4 – SALARIES AND RELATED COMPENSATION

- 4.1.2 The amount of each horizontal and vertical step on the professional salary plan shall be three and seven-tenths percent (3.7%) greater than the immediately preceding step.
- 4.1.3 Step 16, only for columns MA+45 and MA+90, is three percent (3%) greater than the preceding step. Step 16, only for the first five columns, and Step 17 for the last two columns, is two and three quarters percent (2.75%) over the prior step. (T/A – 6/8/17)

4.3 WORK RELATED EXPERIENCE: (T/A -- 5/25/17 - Except Year 3)

A newly-hired unit member shall be placed on the salary schedule according to his or her years of verified paid work-related experience which the District determines is similar to the position of the new unit member, but shall be limited in 2014-15 to twelve (12), in 2015-16 to thirteen (13) and in 2016-17 to fourteen (14) years 2017-18 to fifteen (15), in 2018-19 to sixteen (16) and in 2019-20 to seventeen (17) years for initial placement on the salary schedule. The District will give written notice of this provision to each newly-hired unit member.

(TA – 6/8/17 - Article 4.3.1)

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 therapist clinician
- g. Physical Therapist – as a physical therapist 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.

4.9.1.f.1 RETIREE MEDICAL INSURANCE (TA -- 5/9/17, except year 3)

1. For unit members who retire in 2014-15, 2015-16 or 2016-17 2017-18, 2018-19, or 2019-20 the District's total contribution for unit member and spouse retiree medical insurance program shall be determined by multiplying 0.56 (fifty-six hundredths) times the amount of the District's contribution for insurance listed in Section 6.1. The District's contribution amount shall be per retired unit member per month effective October 2017 2014, October 20182015, and October 20192016.

ARTICLE 9 -LEAVES OF ABSENCE WITHOUT PAY (T/A – 6/8/17)

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.)

NEW 10.4 EXTENDED WORK YEAR

1. School psychologists, special education consultants and nurses shall have a work year of 194 days. The additional days will be scheduled immediately before the contract year unless the member and administration mutually agree otherwise, and will be paid at the per diem rate. (TA 6/8/17)

District proposes to delete all of Article 10.1.7, Kinder Conferencing and Reporting, which is inapplicable to full day kindergarten programs, and to replace it as follows:

10.1.7 KINDERGARTEN CONFERENCING AND REPORTING: In the event that a school has a half-day kindergarten program, the terms of article 10.1.7 of the 2014-17 CBA shall apply. (TA 6/8/17)

13.8.5 ITINERANT ~~ESS SSD~~ STAFF PROFESSIONAL DEVELOPMENT: The District will provide professional development funds to itinerant ~~ESS SSD~~ bargaining unit members equal to one day at the voluntary professional development rate, prorated by the member's FTE based on the calculation used by the District to fund building based professional development. Each occupational group of itinerant ~~ESS SSD~~ 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. (TA 6/8/17).