

**District Package Proposal #3-A
(Package 3 presented 6/29/21, with amendment requested by EEA on 7/21/21)**

Subjects: Outdoor School, Leadership, Language Clean-up

What this package does:

- Creates new Appendix E – Outdoor School, which significantly increases the amount of compensation received by members working overnight at outdoor school, contingent on grant funding and provides other stipulations relating to outdoor school.
- Resolves issues for bargaining and allows parties to focus on other bargaining priorities

Elements of proposal:

- 4J accepts revised outdoor school compensation (below).
- EEA withdraws translation proposal 5.11, paragraph 2 (EEA retains right to present proposal on para 1 relating to instructional materials)
- The May 2019 Memorandum of Agreement on Outdoor School would be sunsetted.
- EEA accepts 4J proposal on 4.2 (CTE teachers), 4.3 (Work related Experience), 4.5 (Additional Preparation), and 4.6 (Salary when promoted), 4.9.1 (Retirement Plan A continuation), and 5.3 (Athletic Trainer – move and update language), 5.6 (Experience credit), and 5.2 and 5.4 (contracting out extra-duty/supervisory work)
- Parties agree to current contract language on Seminar Coordinator position in Appendix D
- EEA accepts proposal on Teacher Leadership in Appendix D (Pay Equity), without language on expedited bargaining
- EEA withdraws proposal on 10.2.4.f.2 (delete maximum hours)

4.2 CAREER AND TECHNICAL EDUCATION LICENSED TEACHERS:

When a career and technical education licensed unit member is hired by the District, the following formula will be used to determine placement on the salary schedule:

- 4.2.1 Seven years of acceptable training and experience in his or her skill area will place the unit member on Level One of the Bachelor's schedule. One additional level will be granted for each year of acceptable trade experience. A unit member with a Restricted CTE Teaching license shall be placed on the Bachelors column of the professional salary plan. A unit member with a Preliminary CTE Teaching license shall be placed on the Bachelors+23 column. One step will be granted for every two (2) years of industry related journey level or equivalent work experience.
- 4.2.2 A member hired with a Restricted CTE license who later earns a Preliminary CTE license may apply for a column change to the Bachelors +23 column by following the process in Article 4.5.1. For ten years of acceptable training and experience, the unit member will be placed at Level Two of the Bachelor's+45 column. One additional level will be granted for each additional year of acceptable trade experience. Persons with the above qualifications who also possess a related Bachelor's degree would be given two additional steps on the salary schedule.

- 4.2.3 A bargaining unit member who qualifies for salary schedule placement under Section 4.2 has the alternative to choose initial salary schedule placement under Section 4.3 if the unit member is qualified for placement under Section 4.3 except for not holding a TSPC license.

4.3 WORK RELATED EXPERIENCE:

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 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.

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

- 4.2.3.1 Nurses - Registered Nurses and Nurse Practitioners

- 4.2.3.2 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

- 4.2.3.3 School Psychologist - as a psychologist

- 4.2.3.4 Mental Health Therapists – as a social worker or mental health practitioner

- 4.2.3.5 Speech and Language Specialist - as a speech clinician

- 4.2.3.6 Occupational Therapist – as an occupational therapist clinician

- 4.2.3.7 Physical Therapist – as a physical therapist clinician

- 4.2.3.8 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.

- 4.3.2 Unit members hired for positions that require a TSPC license can have non-teaching work experience counted if the District determines the experience is beneficial for the position for which the unit member is being hired. For each two years of non-teaching experience, the unit member will be given one year of experience for initial step placement. If this experience credit is denied, then the unit member may appeal the denial. The denial will be considered by a joint committee of two members each appointed by the District and Association and a fifth member jointly appointed by the District and Association. The committee’s decision will be by majority vote.

- 4.3.3 [*No proposed change*]

- 4.3.4 Eligible work-related experience shall be evaluated and prorated to determine the number of years of credit to be given based on the following criteria.

- 4.3.4.1 Teaching time will include instruction time with students and preparation time equal to one-half hour of preparation time for every two hours of student instruction time. Teaching time does not include substitute teaching except as provided in Section 4.3.4 and the District collective bargaining agreement with the Eugene Association of Substitute Teachers.

- 4.3.4.2 [*No proposed change to remainder of 4.3.4*]

4.5 ADDITIONAL PREPARATION

- 4.5.2 STEP PLACEMENT AFTER COLUMN ADVANCEMENT: When unit members move from a lower to a higher preparation column on the salary schedule by completing additional degrees or credit, they shall be placed on the new column step which is one step higher than their former place on the schedule unless this results in their receiving a lower salary than that being paid a person with similar experience newly employed by the District. In this event, unit members shall

be placed on the same step as a newly hired unit member with similar training and experience. Thereafter, unit members shall progress in the new column until the maximum is reached.

4.6 SALARY WHEN PROMOTED:

When a unit member is promoted or transferred by the District within the same employment classification, his or her new salary shall not be less than the former salary.

4.9.1 RETIREMENT PLAN A

4.9.1.f.1 For unit members who retire in 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, October 2018, and October 2019.

5.2 CONTRACTING OUT EXTRA DUTY ASSIGNMENTS

5.2.1 Unit members may notify the Human Resources Office in writing of their interest in particular extra duty positions. If a vacancy occurs in an extra duty position in which one or more unit members have previously submitted written notice of interest, the District will interview such unit members prior to interviewing applicants who are not unit members. If no qualified and currently employed member of the bargaining unit agrees to perform the service, then the District may contract with other persons to perform the service. The District will give members notice by email of the process for applying for vacant extra duty positions. The notice shall be sent on or before September 1 and May 1 each work year.

~~5.2.2 The process for posting and hiring of a teacher for the head coaching positions for high school boys' and girls' basketball and for high school boys' football is as follows. The District must post vacancies for a new school year under the terms of Articles 5 and 11. The District may choose to temporarily not fill a vacancy under the terms of Article 11 in order to facilitate hiring a teacher for the head coaching positions for high school boys' and girls' basketball and for high school boys' football. This exception to the terms for Article 11 can only be used through June 30. The procedure follows:-~~

- ~~a. The District shall post the position under the terms of Article 11, and the posting shall note that the position is on administrative hold and may not be filled by a permanent unit member. However, in the event the District decides to fill the position, applicants shall be notified and given their right under the terms of Article 11 to be interviewed and considered for the position. 6~~
- ~~b. All applicants for a position on administrative hold shall be screened under the terms of Section 11.1.8.a; however, the interview required under Section 11.1.8.a.2 does not have to occur until the District decides to fill the vacancy.~~
- ~~c. When the District decides to fill a vacancy on administrative hold, those applicants interviewed shall have their rights set forth in Section 11.1.8.b and when one of the applicants is not a unit member and has agreed to be a head coach for one of the three high school coaching positions listed above, then the vacancy shall be filled as if it met the terms of Section 11.1.8.d.~~
- ~~d. Except as modified by this Article, all other unit member rights set forth in Article 11 shall be implemented for all unit member applicants who meet the terms of this addendum agreement following their completion of the interview for such a vacancy.~~
- ~~e. When filling a position when one or more of the applicants is not a unit member and an applicant for one of three head high school coaches, a committee of at least three (3) unit~~

~~members chosen by the affected department's members, will interview all applicants for the position. The committee will rank order the top three applicants and give the recommendation to the building principal and to Human Resources.~~
f. ~~The District will not include extra duty coaching and rally interest as a qualification for high school teacher position descriptions under the terms of Article 11.~~

5.3 ATHLETIC TRAINERS:

- 5.3.1 [No change]
- 5.3.2 [No change]
- 5.3.3 An athletic trainer with a Bachelor of Arts degree, or any higher degree, will be placed on the BA salary column of the salary schedule in the Agreement, unless an athletic trainer with a Bachelor of Arts degree, or any higher degree, also is certified by the Board of Certification of the National Athletic Trainer's Association as an athletic trainer, in which event he/she will be placed on the column of the salary schedule appropriate to the trainer's degree and course credits.

5.4 CONTRACTING OUT SUPERVISORY WORK:

- 5.4.1 The District agrees to first hire up to four available unit members for high school athletic game supervision positions. The District retains the right to determine the total number of positions at each ~~basketball~~ game and may hire non-bargaining unit members for additional positions ~~at basketball games. If the District should decide to hire members in activities other than high school basketball to fill positions described in this Section, the District will pay in accordance with Section 5.7. Members hired as in game supervision, ticket personnel, door monitors, and crowd control positions shall be paid at sixty percent (60%) of the hourly rate as established in Section 5.7. All other positions shall be paid the full hourly rate.~~
- 5.4.2 Bargaining unit members will be notified of vacancies through the District's customary notification procedure. If there are insufficient applicants either from the same high school or the same region to fill the positions reserved to the bargaining unit, the District may hire other persons for those positions unless bargaining unit applicants become available.
- 5.4.3 The bargaining unit member shall continue in the position for the duration of the season, except the individual's right to a position may be terminated for any good faith sufficient reason. ~~unexcused absence.~~

APPENDIX D - MISCELLANEOUS

SEMINAR COORDINATOR

The Association and the District value their partnership in providing professional development. To support that partnership, the Seminar Coordinator position will be funded at 0.2 for the life of this contract. This position is not a status quo obligation of the contract.

TEACHER LEADERSHIP (New)

Pay Equity. The parties commit that by May 1, 2022, they will consider and identify solutions to internal and external pay equity issues in teacher leadership by collaborating on job descriptions for leadership positions, gathering data about the hours or range of hours needed for each position, and other relevant factors, and creating a

system to provide fair and equitable compensation for future use (for example, a point factor system for use by a joint labor management team and a menu of options for schools). The initiative will be staffed by up to six members appointed by EEA and six administrators, and a mutually agreed-upon facilitator (or co-facilitators appointed by each party). If the parties' bargaining representatives are unable to tentatively agree on the proposed resolutions, or if the collaborative process breaks down, either party may request the assistance of the state conciliator, and if unresolved through that process, the parties will, upon request by the other party, bargain the issues through the bargaining process.

APPENDIX E – OUTDOOR SCHOOL *(New)*

1. At the first JCAC meeting of each calendar year, the district will provide EEA with a report on the funding application for outdoor school.
2. A member who works overnight during outdoor school shall be paid a stipend of \$900 for all outdoor school-related work outside the member's contract day based on a 2-night, 3-day outdoor school program. This stipend is intended to compensate the member for staying overnight and on site for the duration of the program, parent meetings, travel, on-call time, sleep time, student supervision and any other responsibility performed outside the member's contract day that is associated with the outdoor school program. The stipend will be prorated based on the number of hours a member is in attendance outside of regular working hours if the member does not stay overnight at Outdoor School.
3. Stipends are funded entirely through Measure 99 grant funding and will not be available, or available at the same levels, if the funds are reduced. Should Measure 99 grant funding be eliminated, Appendix E will be void. Should Measure 99 grant funding be reduced and the district implements a 1-night, 2-day program, the stipend will be reduced to \$450.
4. Members assigned to attend an Outdoor School day program will be compensated at their per diem rate for work hours beyond their regular contract day.
5. Fifth grade staff are expected to remain with students and on-site throughout all of Outdoor School. Whenever a member's personal circumstances make such attendance at overnight school a challenge, the building administrator and affected staff member will collaborate on other arrangements for coverage.
6. A member authorized and required by the district to drive their personal vehicle to and from the outdoor school program location shall be reimbursed for the mileage between the member's regular worksite and the program location at the prevailing IRS rate.
7. Should the district restructure its Outdoor School program in the future, Appendix E shall be subject to renegotiation on an expedited basis.