

## EEA Package Counter-Proposal #2

June 29, 2021, 4:30 PM

**Subjects: Outdoor School, Contracting of Supervisory Work/Extra Duty, Seminar Coordinator, Translation**

### 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:

- The May 2019 Memorandum of Agreement on Outdoor School would be sunsetted.
- EEA accepts proposal on 5.2 and 5.4 (contracting out extra-duty/supervisory work)
- EEA accepts proposal on Seminar Coordinator position in Appendix D
- EEA accepts proposal on Teacher Leadership in Appendix D (Pay Equity)
- EEA modifies proposal on 5.10 (DLI Compensation)
- EEA withdraws proposal on 5.11 (Translation)

### 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 and EEA and the district agree to enter expedited bargaining to decide new compensation. 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 outside of their 8-hour work 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.

## **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.~~

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~~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.~~

#### **5.4 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.~~

#### **5.10 DUAL IMMERSION COMPENSATION (NEW)**

Teachers assigned to full-time Dual Immersion instruction in the partner language shall be paid a stipend equal to 7% of their current salary. For unit members assigned less than full-time, this stipend will be prorated based on the unit member's FTE directly assigned to providing core instruction in the dual immersion partner language.

The District shall make every effort to provide professional educators working in dual language immersion programs equivalent district-adopted materials to those teachers instructing in English-only classes. An educator may make a request to the Instruction Department for the needed materials.

#### **5.11 TRANSLATION**

~~Any member who is requested by an Administrator to provide written translation or attend a meeting for purposes of providing verbal translation for families of students, will be compensated at the per diem rate for all time spent on such assignments.~~

#### Appendix D - **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**

**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.