

EEA Proposal to Eugene School District 4J

January 13th, 2021

We, the Eugene Education Association (Association) and Eugene School District 4J (District), commit to placing the student in the center of our circle. We commit to using district resources responsibly and equitably to: reduce the disparity of outcomes for students of color, students with disabilities, and other underserved students; provide safe learning environments; and support meaningful, equitable and highly effective instruction so that all students thrive academically, socially, and emotionally.

We believe there is a correlation between the education of our students and the empowerment of the staff entrusted with the responsibility for their learning. Therefore, this Agreement commits both parties to build a collaborative partnership based on mutual respect and trust by addressing points such as:

- Providing each student with access to a well rounded, comprehensive public education
- Reducing academic disparities for historically disenfranchised groups
- Addressing the health and safety needs of students by increasing and enhancing supports for behavior, social emotional learning, and mental health that are evidence-based, culturally relevant, and culturally sustaining
- Hiring and retaining highly qualified and diverse staff that reflect our student population
- Fundamentally realigning resources to achieve our vision.

These commitments and beliefs, supported by action, will bring about the culture of success that the Association and the District envision. And the parties' agreement is as follows:

EEA Proposes the following changes to the 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.

2.6.1 This Agreement shall remain in full force up to and including June 30, ~~2020~~ 2023.

4.1 PROFESSIONAL SALARY PLAN:

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

4.1.1 The 2021-2023 professional salary plans shall be as in Appendix A. The 2021-2022 salary schedule shall be increased by four and a half percent (4.5%) effective July 1, 2021, and the 2022-2023 schedule shall be increased by five percent (5%) effective July 1, 2022.

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
5. Seventeenth year of eligibility - \$225

4.9.3 PERS Pickup

The parties agree to terminate the PERS pickup contract previously agreed to. The 6% PERS contribution will be merged into the salary schedule. In order to keep employees whole, the district will pay additional taxes and assessments resulting from the increase to the salary schedule.

5.1.1 Senior High Coaches: Men

Head Football..... 15%
1st Assistant Football..... 10%
2nd Assistant Football..... 10%
3rd Assistant Football..... 7%

<u>4th Assistant Football.....</u>	<u>7%</u>
<u>5th Assistant Football.....</u>	<u>7%</u>
<u>6th Assistant Football.....</u>	<u>7%</u>
<u>Head Basketball.....</u>	<u>15%</u>
<u>1st Assistant Basketball.....</u>	<u>10%</u>
<u>2nd Assistant Basketball.....</u>	<u>7%</u>
<u>3rd Assistant Basketball.....</u>	<u>7% *</u>
<u>Head Baseball.....</u>	<u>10%</u>
<u>1st Assistant Baseball.....</u>	<u>7%</u>
<u>2nd Assistant Baseball.....</u>	<u>6%</u>
<u>Head Wrestling.....</u>	<u>10%</u>
<u>1st Assistant Wrestling.....</u>	<u>7%</u>
<u>2nd Assistant Wrestling.....</u>	<u>6% *</u>
<u>Head Soccer.....</u>	<u>10%</u>
<u>1st Assistant Soccer.....</u>	<u>7%</u>
<u>2nd Assistant Soccer.....</u>	<u>5% *</u>
<u>Tennis.....</u>	<u>6%</u>
<u>5.1.2 Senior High Coaches: Women</u>	
<u>Head Basketball.....</u>	<u>15%</u>
<u>1st Assistant Basketball.....</u>	<u>10%</u>
<u>2nd Assistant Basketball.....</u>	<u>7%</u>
<u>3rd Assistant Basketball.....</u>	<u>7% *</u>
<u>Head Volleyball.....</u>	<u>10%</u>
<u>1st Assistant Volleyball.....</u>	<u>7%</u>

2nd Assistant Volleyball.....	5%
Head Soccer.....	10%
1st Assistant Soccer.....	7%
2nd Assistant Soccer.....	5% *
Head Softball.....	10%
1st Assistant Softball.....	7%
2nd Assistant Softball.....	6% *
Tennis.....	6%
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% *
Senior High Competitive Rally.....	10%
Senior High Competitive Dance.....	10%

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).

5-1.4 5.1.2 Middle School Coaches: Men

Head Wrestling..... 4.75%*

Assistant Coach..... 4.5%*

8th Grade Soccer..... 4% *

7th Grade Soccer..... 4% *

5.1.5 Middle School Coaches: Women

Head Volleyball..... 4.75%*

Assistant Volleyball..... 4.5%*

Assistant Volleyball..... 4.5%*

8th Grade Soccer..... 4% *

7th Grade Soccer..... 4% *

5.1.6 Middle School Coaches: Coed

Head Track..... 7%

1st Assistant Track..... 5%**

2nd Assistant Track..... 5%**

3rd Assistant Track..... 5%**

Middle School Track Coordinator..... 2%

Middle School Wrestling..... \$1,250 per region

5-1.7 5.1.3 Music

Elementary Instrumental..... 1%

Full-time Elementary Instructor..... 2%

<u>Middle School Orchestra.....</u>	3%
<u>Senior High Orchestra.....</u>	4%
<u>Middle School Band.....</u>	4%
<u>Middle School Choir.....</u>	4%
<u>Senior High Choir.....</u>	8%
<u>Senior High Band.....</u>	10%

5.1.8 5.1.4 Other Extra Duty

<u>Senior High Athletic Director.....</u>	22%
<u>Senior High Speech.....</u>	12% *
<u>Senior High Newspaper/News Media</u>	10%
<u>Senior High Yearbook.....</u>	10%
<u>Senior High Rally.....</u>	8%
<u>Senior High Competitive Rally.....</u>	10%
<u>Senior High Dance Team Adv.....</u>	6%
<u>Senior High Competitive Dance.....</u>	10%
<u>Senior High Drama & Stagecraft:</u>	
<u>each play.....</u>	6%
<u>for up to 2 plays per year</u>	
<u>Senior High Musical.....</u>	6%
<u>for one musical play to be divided among drama/stagecraft, orchestra, & vocal</u>	
<u>Middle School Drama per play.....</u>	2%
<u>for up to four plays each year</u>	
<u>Middle School Journalism.....</u>	4%

INSURANCE:

6.1 FULL TIME:

The District's monthly insurance contribution for each full time equivalent (FTE) unit member is ~~one thousand two hundred dollars (\$1,200)~~ one thousand two hundred and ninety (\$1,290) per month for the period ~~October 2017 through September 2020~~ October 2021 through September 2022, and one thousand three hundred and thirty five (\$1,335) per month for the period October 2022 through September 2023.

8.3 PERSONAL LEAVE: Unit members may take ~~two~~ three days of personal leave per year with pay.

8.3.5 Unit members may carry over unused personal leave days up to the total of ~~three (3)~~ four (4) accumulated personal leave days. All provisions of Section 8.3 related to the use of personal leave apply to the use of such accumulated leave.

ARTICLE 10 – WORK SCHEDULE

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 school unit members shall be guaranteed a preparation period during the instructional day. The total amount of preparation time over the course of a full work week will total no less than three-hundred and fifty (350) minutes.

c. Elementary unit members shall have at least ~~three-hundred (300)~~ three-hundred and fifty (350) minutes of preparation per week, including one 60-minute block of uninterrupted preparation time. No daily portion shall be smaller than ~~twenty (20)~~ thirty (30) continuous minutes. ~~Every effort will be made to make the daily preparation time thirty (30) continuous minutes in length.~~

These ~~three-hundred (300)~~ three hundred fifty (350) minutes will include at least one hundred and twenty (120) 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 SSD members will continue to have 210 minutes of preparation time per week outside the student day including one 60-minute block of uninterrupted preparation time in which no meetings will be scheduled, in addition to the case management time in Article 13.7.7.

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. Part-time members will receive pro-rated amounts of preparation time consistent with their FTE.

10.2 Work Year and Schedule

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

10.2.4.f The process outlined in a-e above shall be used to establish a standard schedule, by level, which shall include either student early release or late start on Wednesday each week, and may include full day release.

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. This rate will increase at the same rate as increases to the salary schedule as stated in Article 4.1.1.

~~13.7.1 SPECIAL EDUCATION RELEASE TIME AND STIPENDS AND SPECIAL EDUCATION IEP/POOL, 504 MEETINGS~~ : Release days will be provided to unit members in positions where they have primary responsibility for conducting IEP Special Education meetings and writing Individual Education Plans (IEPs). The release days are to be used for Individual Education Plan (IEP) Special Education meetings, writing individual Education Plans (IEPs) and completing related documentation.

~~e. In addition to the stipends above, the District will annually allocate thirty thousand dollars (\$30,000) 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 13.7.4.~~

13.7.4

~~IEP/504 POOL: The District will annually allocate thirty thousand dollars (\$30,000) for non-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. In the event requests for funding are submitted which exceed the funding pool, compensation will be prorated. It is the~~

EEA Counter Proposal Re Athletics Compensation
December 9, 2021

1. The November 2020 MOA between EEA and the district concerning athletics compensation will be implemented with the following modifications.
 - a. By ~~December 1, 2021~~ February 1, 2021 ~~of the 2021-22 year~~, a committee comprised of four members selected by each party will be convened to review information from the joint survey on athletics and to score athletics coaching positions (i.e., those positions listed in articles 5.1.1, 5.1.2, 5.1.3 and 5.1.6). The committee will develop proposed stipend increments and a new extra duty salary schedule upon which those increments are based, and any other recommendations relating to compensation for athletics coaches, to recommend for consideration and approval by the parties' bargaining representatives.
 - b. The proposed solutions will meet the following guidelines:
 - i. The proposed stipend increments will comply with pay equity law.
 - ii. The educational attainment of an individual coach will not determine the stipend received.
 - iii. The salary schedule will not exceed 6 experience steps.
 - ~~iv. The proposed stipends will be within the budget established by the district. The district has determined that its total budget for athletics coaching positions will be no more than 10% over that of the local labor market for the same positions at top step.~~
 1. ~~For purposes of this MOA, The local labor market is defined as Bethel, Springfield, Albany and Corvallis school districts.~~ is defined as a combination of 2 local districts (Bethel, Springfield, Albany or Corvallis) and 2 similar-sized districts (Hillsboro, Bend, Medford or North Clackamas) and 2 larger districts.. The committee will select 2 districts from each pool to determine the labor market comparable for purposes of this MOA.
 - ~~2. The budget will be based on the number and type of coaching positions currently funded by the district, and the sum of the average stipends at top step for such positions paid in the local labor market.~~
 3. For each position, the district committee will determine the maximum stipend that would be paid by each of the districts within the ~~local~~ labor market for a particular position, and will determine the average of those stipends.
 4. The maximum stipend budget amount will be determined by applying the thus-calculated average stipends to the athletic positions funded in 4J, calculating the total, and increasing the total by ~~10%-20%~~.
 - ~~v. Compensation for any authorized pre-season work will be embedded in the established coaching stipend, and Article 5.1.9 (Fall Reporting Time)~~

bargaining unit member's responsibility to log their time on the District provided form and submit it no later than the second Friday in June to Human Resources. The District will report on the distribution of the pool annually to JCAC by the second meeting in October. For each increase of five percent (5%) in the combined number of IEP and 504 plans over the prior December 1 census, the District

SPECIAL EDUCATION/504 MEETINGS AND COMPENSATION

The duration of Special Education and 504 meetings shall be limited to the required bargaining unit members' contract hours. Meetings that extend beyond required bargaining unit members' contract hours or during scheduled preparation time shall be compensated at the per diem rate for all unit members who are required to attend. Meeting time will be accumulated in 15-minute increments and recorded on the IEP/504 log form. For the definition of required team members see OAR 581-015-2210 or Section 504 of the Rehabilitation Act of 1973.

~~and its provisions of additional pay will no longer apply to fall sports coaches.~~

2. By ~~January~~ March 15, 2022, the parties will reopen for negotiation all articles relating to athletics coaching compensation, including ~~Articles 5.1 (Activity Schedule)~~, 5.1.1 (Senior High Coaches: Men's Sports), 5.1.2 (Senior High Coaches: Women's Sports), 5.1.3 (Senior High Coaches: Coed Sports), 5.1.6 (Middle School Coaches: Coed Sports); 5.1.9 (Fall Reporting Time) and 5.6 (Experience Credit).
3. Articles 5.1.4 and 5.1.5 (relating to middle school wrestling, soccer and volleyball) are deleted. Should the district reinstate middle school wrestling, soccer and/or volleyball in the future, compensation will be negotiated by the parties at that time.
4. Articles 5.1.11, Extended Season pay, and 5.2.12 Extended Travel, of the current CBA will continue as status quo.
5. All current coaching staff will remain on the 2020-21 stipend schedule until such time as a break in service, or the applicable stipend on the new schedule exceeds their current level. The "grandpersoned" schedule shall increase year to year according to increases in the salary schedule.