

District Package Proposal 14 – Counteroffer to EEA Proposal  
February 9, 2022

Summary of Proposal:

- 2.1 Agreement has precedence – EEA accepts 4J language
- 8.3 Personal Leave – Increases number of personal leave days that members receive yearly
- Shelters time during the grading, conferencing and progress report weeks
- Establishes a minimum guarantee of 320 minutes of preparation time
- Combines IEP/504 Pools into a single pool, funded in the amount of \$120,000

2.1 AGREEMENT HAS PRECEDENCE:

~~If any policies, rules, regulations, procedures, or practices of the District are contrary to or inconsistent with the terms of this Agreement, this Agreement shall take precedence. The rights granted to unit members in this contract shall be deemed to be in addition to those provided by federal law, by Oregon state law, or administrative regulations.~~

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8.3 PERSONAL LEAVE:

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

**Deleted:** The provisions of this Agreement shall be incorporated into and become part of the established policies, rules, regulations, practices, and procedures of the District. All existing personnel policies dealing with mandatory subjects of bargaining, not modified or inconsistent with this Agreement, are hereby incorporated and made a part of this Agreement.

8.3.1 This leave is accumulative under the terms of Section 8.3.5.

8.3.2 This leave must be scheduled with the unit member's supervisor twenty-four (24) hours in advance unless the incident giving rise to the need for the leave is of such emergency nature that advance scheduling is not feasible.

**Deleted:** In the event of a violation, only mandatory bargainable policies, rules, regulations, procedures, or practices of the District may be grieved in binding arbitration under this contractual provision.

8.3.3 Personal leave may be used on a day adjacent to a holiday or vacation if the leave is otherwise permitted under this provision. However, in no case may personal leave be taken on a day adjacent to a holiday or vacation for the purpose of extending the activities of the holiday or vacation.

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8.3.4 Unit members returning to work following a holiday or vacation period who have had their travel curtailed due to a strike, cancellation, or hazardous weather conditions may use personal leave.

8.3.5 Unit members may carry over unused personal leave days up to the total of three (3) 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, ~~except that members taking leave of more than five consecutive days shall complete a leave request form available from Human Resources.~~

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 ~~the weeks in which grading, conference, and progress report days are 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.c). 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.

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a. [No change]

10.1.4 [No change]

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 twenty (320) minutes.

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c. Elementary unit members shall have at least three hundred and twenty (320) minutes of preparation per week, including one 60-minute block of uninterrupted preparation time. Administration will not schedule meetings during this hour of preparation time. No daily portion shall be smaller than twenty (20) continuous minutes. Every effort will be made to make the daily preparation time thirty (30) continuous minutes in length.

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These three hundred and twenty (320) 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.

13.7.4 IEP/504 POOL: The District will annually allocate one hundred and twenty thousand dollars (\$120,000) for members to receive up to a total of twelve 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.

**Deleted:** 13.7.1.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.

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 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.

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**APPENDIX D – MISCELLANEOUS**

*To be added to Appendix D in addition to the terms already tentatively agreed to:*

Pilot – IEP/504 Meeting Scheduling: During the term of this agreement, the district will make a good faith effort to support the scheduling of special education and 504 meetings during the regular work day.

**Deleted:** For each increase of five percent (5%) in the combined number of IEP and 504 plans over the prior December 1 census, the District shall increase the pool by five percent (5%), with the total increase not to exceed 15% over each three-year period. .