



July 18, 2014

*Via Email and US Mail*

Tom Di Liberto  
 Tad Shannon  
 Rachel Kirtner  
 Eugene Education Association  
 2815 Coburg Road  
 Eugene OR 97408

Re: District Counterproposal – July 18, 2014

Dear Tom, Tad and Rachel:

Enclosed please find the District’s counterproposal to EEA’s proposal of June 20, 2014, 4:00 PM. This new proposal is intended to address concerns raised by EEA about a cost of living adjustment for the entire bargaining unit, and includes a proposed COLA of 0.5% in year one. This matches EEA’s request in its most recent proposal for a 0.5% COLA in year one, and represents an attempt to meet what we understand to be EEA’s highest priority within our financial constraints.

The District’s proposal also provides for a new, 2.5% salary step increase built over the term of the contract, responding to EEA’s concerns about compensation for our most experienced employees. In order to provide for a COLA in year one, however, we propose that the new step be funded at a 1% level in year 2, with an additional 1.5% in year three.

Following is a chart summarizing the cumulative impact of the District’s cost of living, step, and new step proposals for members who are eligible for step increases and members who are currently at top step.

	Step-Eligible Members		Members at Top Step	
	COLA	Step Increase	COLA	New Step
Year 1	0.5%	3.7%	0.5%	-
Year 2	0.5%	3.7%	0.5%	1.0%
Year 3	1.0%	3.7%	1.0%	1.5%
Subtotals	2.0%	11.1%	2.0%	2.5%
<b>Salary Increases</b>	<b>13.1%</b>		<b>4.5%</b>	

The District’s proposal, during each of three years, restores a minimum of seven instruction days and provides for a minimum of a 189-day contract year. To respond to EEA’s concerns about teacher compensation, the new proposal includes an option for

either two budget reduction days or one reduction day with an offset from reserves for the other day. We also continue to propose language that would allow the District to restore contract days, funds permitting. With licensed insurance reserves now in the range of \$1.5 million dollars, we believe the fund can weather additional transfers to support the enhancements for licensed staff that we both want.

The new proposal continues to include ESS workload relief, though the model proposed differs from the framework described in our letter of June 19, 2014 in that it provides three, rather than five program coordinator assistants. Nonetheless, we believe that the ESS workload relief model articulated in the attached letter from Cheryl Linder will provide meaningful support to ESS members as follows:

- Program coordinator assistant support with scheduling, data entry, and other help with Synergy
- PCA support directed to classroom teachers, as well as consultants, psychologists, autism and behavior consultants
- Education assistant support for life skills classrooms
- Additional licensed and classified support to be assigned to buildings to support case management

In addition, the District is continuing its program of elementary music and PE specialists to support preparation time at the elementary level next year. We share your desire to enhance this program, but we must take a measured approach to restorations. Please note that if EEA accepted the enclosed proposal, the District would be in a position to hire five more licensed staff members for the 2014-15 school year.

We are pleased to let you know of some positive news away from the bargaining table as well. In June, the Board authorized the hire of six licensed staff, one for the purpose of providing ESS workload relief, and the others to be assigned to reduce the most overcrowded classrooms in the District. The District must keep the trust of the public by making incremental steps to reduce overcrowded classrooms, and this decision represents one step forward.

We look forward to having productive conversations with EEA in the future, and we hope that this proposal spurs conversation sooner rather than later. Please contact me any time if you have questions or concerns.

Sincerely yours,

Christine Nesbit  
Enclosures (2)

Cc: District bargaining team  
Sheldon Berman  
Board of Directors

# Eugene School District 4J

## July 18, 2014, Proposal

### ARTICLE 2 - STATUS OF AGREEMENT

#### 2.1 AGREEMENT HAS PRECEDENCE:

~~This Agreement shall modify, replace, or add to any policies, rules, regulations, procedures, or practices of the District which shall be contrary to or inconsistent with its terms. 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. 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. 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. In cases of conflict between this Agreement and Board policies, administrative rules and regulations, and any practices or procedures of the District, this Agreement, during its duration, controls.~~

#### 2.6 EFFECTIVE DATE:

2.6.1 This Agreement shall take effect on July 1, ~~2013~~2014, and shall be implemented on that date except when another date is specifically designated.

2.6.2 This Agreement shall remain in full force to and including June 30, ~~2014~~2017. ~~Either party may reopen only article 4.1.1 (salary), article 4.4.4 (step advancement), article 6.1 (active employee insurance contribution), and article 10.2 (school work year only).~~

### ARTICLE 3 – GRIEVANCE PROCEDURE

#### 3.2 DEFINITIONS:

3.2.1 GRIEVANCE: A “grievance” is a claim based on an event or condition which affects the conditions or circumstances under which a unit member works, allegedly caused by inequitable or unfair application of ~~established administration rules and regulations, written School Board policies, or the interpretation, application~~ or violation of provisions of this Agreement. Disputes involving either attempts to change the collective bargaining agreement or representation disputes arising under ORS 243.682; 243.686; or 243.692 are not grievable under this provision.

### ARTICLE 4 – SALARIES AND RELATED COMPENSATION

#### 4.1 PROFESSIONAL SALARY PLAN: **CHANGE FROM PRIOR PROPOSAL**

4.1.1 2014-15 School Year. The professional salary plan shall be as in Appendix A:

- Effective July 1, 2014, the 2013-14 professional salary plan attached as Appendix A-4 to the 2013-14 Collective Bargaining Agreement (Status quo schedule effective July 1, 2014) (Appendix A-2, effective January 29, 2014 through June 30, 2014) shall be increased by a half percent (0.5%), and adjusted for the 2014-15 work year per Article 10.2.

- Effective July 1, 2015, the 2014-15 3-14 professional salary plan (Appendix A-2, effective January 29, 2014 through June 30, 2014) shall be increased by a half percent (0.5%), and adjusted for the 2015-16 work year per Article 10.2.
- Effective July 1, 2016, the 2015-16 2013-14 professional salary plan (Appendix A-2, effective January 29, 2014 through June 30, 2014) shall be increased by one percent (1.0%), and adjusted for the 2016-17 work year per Article 10.2.

The 2013-14 professional salary plan shall be as in Appendix A. The 2013-14 salary schedule shall be increased by 0.8 percent (0.8%) effective on the 91<sup>st</sup> contract day of the teacher year. The COLA increase will be reflected on the member's January 31, 2014 payroll check and will reflect the COLA increase prorated over the number of contract days from the effective date of the COLA to the end of the year. There will be no retroactive payment on account of the delay in the COLA effective date.

4.1.3 Longevity step 16 is three and seven tenths percent (3.7%) greater than step 13. Longevity Top step 17, only for columns MA+45 and MA+90, is three percent (3%) greater than longevity top step 16 for the other columns.

#### 4.2 CAREER AND TECHNICAL EDUCATION LICENSED TEACHERS: TA

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 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 but not to exceed Level 8.

#### 4.3 WORK RELATED EXPERIENCE: TA (SUBJECT TO CHANGE IN TERM)

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 2010-11 to eight (8), 2014-15 to twelve (12), in 2011-12 to nine (9) 2015-16 to thirteen (13), and in 2012-13 to ten (10) 2016-17 to fourteen (14) years for initial placement on the salary schedule. The District will give written notice of this provision to each newly-hired unit member.

#### 4.4 ADVANCEMENT ON SCHEDULE: CHANGE FROM PRIOR PROPOSAL

A unit member shall qualify for the step increase if he or she has been evaluated and has been determined to have performed satisfactory service and adhered to the policies established by the Board.

4.4.1 In the event a unit member has been determined not to have qualified for an increase, the unit member shall be notified in writing by March 15 of each year.

4.4.2 Any unit member who did not qualify for the increase may challenge the District's decision in binding arbitration.

4.4.3 A full school year of teaching time will be credited for each year continuously employed in a regular teaching position at .5 or greater FTE, providing the start date in the position was on or before the first District teacher work day in February in order to be credited with one year of service for purposes of advancement on the salary schedule.

4.4.4 New Step: Effective July 1, 2015, a new step will be added to the top of salary plan, which will be increased by 2.5% over the prior step over the term of this contract as follows: 1.0% in 2015-16; and 1.5% in 2016-17.

#### 4.5 ADDITIONAL PREPARATION:

4.5.1 DEADLINE FOR WRITTEN NOTICE: Unit members who expect to complete coursework which will enable advancement to a higher salary column during the current work year must give written notice to Human Resources on or before September 7, or on or before December 1, and submit documentation as described below.

The September 7 notice shall state that the unit member has completed or will complete coursework on or before September 7 of the work year in which the unit member wants to be evaluated for salary column advancement.

4.5.1 DEADLINE FOR SUBMITTING TRANSCRIPTS: To be eligible for a column change ~~retroactive to September effective November 1~~, a member must submit official transcripts documenting completed coursework and/or certificates of completion for District workshops to Human Resources by October ~~15~~ 4. A column change for the current teacher work year can only be documented by coursework completed on or before ~~October 15 September 7~~ of the current work year. If the Human Resources Department receives ~~the September 7 notice and~~ all documentation on or before October ~~15~~ 4, the unit member is eligible for a column change, and payment on a new salary column will begin with the end of November paycheck. ~~The increase will be effective September 1, with the retroactive payment in the November paycheck, and the remainder to be paid in equal installments over the balance of the contract year.~~

~~To be eligible for a column change retroactive to December 1, a member must submit official transcripts documenting completed coursework and/or certificates of completion for District workshops to Human Resources by the first Friday teacher workday in January. If the Human Resources Department receives the December 1 notice and all documentation on or before the first Friday teacher workday in January, the unit member is eligible for a column change, and payment on the new salary column will begin with the end of February paycheck. The increase will be effective December 1, with the retroactive pay in the February paycheck and the remainder to be paid in equal installments over the balance of the contract year. A revised employment contract will be prepared for signature with the new column and salary placement.~~

4.9 LONGEVITY PAY: *Note: THE DISTRICT WILL CONTINUE THE RETIREMENT BENEFIT OF THIS ARTICLE THROUGH SEPTEMBER 2, 2014.*

The longevity pay system is as described below.

4.9.1—Unit members will move to longevity on the schedule, attached in Appendix A, after one (1) year at the top step of any salary column.

- a.—All unit members will receive monthly salary payments equal to one twelfth (1/12) of the longevity payment as part of their annual salary compensation while eligible for longevity.
- b.—Eligible unit members who advance salary columns and who continue to be eligible for the top step of the new column will be eligible for the longevity payment in the new column.

4.9.2—Unit members shall qualify for advancement to the longevity step as described in Section 4.4.

4.9.3—The District will deduct the unit member's share of payroll deductions.

4.9.4—Unit members who are eligible under Section 4.9 for Longevity Pay and who take unpaid leave (Article 9) shall continue to be eligible for Longevity Pay upon their return from leave.

4.9.5—At retirement from District employment a unit member's rights to longevity pay are as follows.

- a.—A unit member who is on the top step 13 (step 16 for the B+105, B+90 w/M, M+45, M+90 or Doctorate columns) of a column at the time the unit member retires, is not eligible for longevity pay at the time of retirement.
- b.—A unit member who retires during a work year will receive the balance of that work year's monthly longevity payments in a lump sum in the payroll period that coincides with the unit member's retirement date. If the unit member is reemployed for the balance of the work year following retirement, the unit member will continue to receive the longevity step as part of the monthly payroll and no lump sum payment will be issued.
- e.—Unit members who retire at the end of a full work year while receiving longevity shall be paid an additional lump sum amount equal to the highest step increment of the unit member's pay column.

#### 4.10 SUPPLEMENTAL RETIREMENT BENEFIT:

##### 4.10.1 RETIREMENT PLAN A:

###### ~~a.c.~~ RETIREE MEDICAL INSURANCE: ~~TA~~

1. For unit members who retire in ~~2010-11~~2014-15, ~~2011-12~~2015-16 or ~~2012-13~~2016-17, 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 2010, October 2011, and October 2012.

##### 4.10.2 RETIREMENT PLAN B:

- a. Unit members hired on or after July 1, 1998 are eligible for the Plan B Supplemental Retirement benefits. The District will begin paying the Plan B benefit under the terms of this Section after January 1, 1999 as part of an eligible unit member's monthly salary payment. The District will make the monthly TSA payment to a TSA company selected from the District list of TSA companies retroactive to the first month of eligibility when a unit member has submitted a completed and executed District TSA enrollment form to the District Payroll Department within three months of initial eligibility. The unit member will maintain the TSA form required by the District. ~~If a unit member has not submitted a completed and executed form selecting a TSA company within three months of the unit member's initial eligibility for the District TSA payment, then the District will enroll the unit member in the TSA company and plan that has been jointly selected by the District and Association. The District will then make the TSA payments to that company retroactive to the unit member's first month of TSA payment eligibility on or after August, 2007.~~
- d. The following provisions apply when a TSA provider leaves the market such that an employee enrolled with that provider has an interruption in District TSA contributions:
  1. If contributions are interrupted between August 1 and November 15 of any given year, the employee may enroll with a new provider by November 15 of that year and submit the required form to the District, and the District will make retroactive contributions for the month(s) during which contributions were interrupted. ~~If the employee has not selected a TSA provider and submitted the TSA form to the District by November 15, the District will enroll the employee with the default TSA provider on about November 16 of that year and make contributions retroactively for the month(s) contributions were interrupted.~~
  2. If contributions are interrupted between November 16 and July 31, the employee may select a new provider and submit the required form to the District, and the District will make prospective contributions. ~~If the employee has not enrolled with a new provider and submitted the required form within three months of the interruption, the District will enroll the employee in the default plan and will make contributions on a prospective basis only.~~

## ARTICLE 5 – EXTRA DUTY COMPENSATION

### 5.1 ACTIVITY SCHEDULE:

Unit members performing extra duty service to cover responsibilities over and above those usually assigned during the school year shall receive additional compensation. The following percentages shall apply to the unit member's actual column of the salary schedule (the unit member's step placement on their column is based on their specific extra duty experience credit as defined in Section 5.5 up to step 14):

5.1.1 Senior High Coaches: Men

Head Football.....	15%
1st Assistant Football .....	10%
2nd Assistant Football.....	10%
3rd Assistant Football.....	7%
4th Assistant Football.....	7%
5th Assistant Football.....	7%
6th Assistant.....	7%
Head Basketball.....	15%
1st Assistant Basketball.....	10%
2nd Assistant Basketball .....	7%
3rd Assistant Basketball .....	7% *
Head Baseball .....	10%
1st Assistant Baseball.....	7%
2nd Assistant Baseball .....	6%
Head Wrestling.....	10%
1st Assistant Wrestling.....	7%
2nd Assistant Wrestling .....	6% *
Head Soccer .....	10%
1st Assistant Soccer.....	7%
2nd Assistant Soccer .....	5%
Tennis .....	6%
<u>Open Facilities .....</u>	<u>unit member's hourly rate</u> <b>TA</b>

5.1.2 Senior High Coaches: Women

Head Basketball.....	15%
1st Assistant Basketball.....	10%
2nd Assistant Basketball .....	7%
3rd Assistant Basketball.....	7% *
Head Volleyball.....	10%
1st Assistant Volleyball.....	7%
2nd Assistant Volleyball .....	5%
Head Soccer .....	10%
1st Assistant Soccer.....	7%
2nd Assistant Soccer .....	5%
Softball .....	10%
1st Assistant Softball .....	7%
2nd Assistant Softball.....	6% *
Tennis .....	6%
<u>Open Facilities .....</u>	<u>unit member's hourly rate</u> <b>TA</b>

5.1.7 Music

Elementary Instrumental.....	1%
<del>Full-time Elementary Instructor</del> <u>Music Performance</u> .....	<del>2%</del> <u>2%</u>
<u>Each performance.....</u>	<u>1%</u>
<u>for up to 1 performance per building</u>	
Middle School Orchestra .....	3%
Senior High Orchestra.....	4%
Middle School Band.....	4%
Middle School Choir .....	4%
Senior High Choir.....	8%

Senior High Band 10%

5.1.9 Open Facilities. Each high school will have a \$5,500 budget per year to use for open facilities. TA

5.1.10 A building administrator or designee and unit member may mutually agree in writing that a Section 5.1 increment which a qualified unit member is eligible to receive, be split among one or more recipients, excluding head coach positions. TA

5.4 ADDITIONAL RESPONSIBILITIES:

5.4.1 The following percentages shall be computed on the individual's actual salary, up to step 14.

5.4.9 ELEMENTARY TEACHER LEADERSHIP EXTRA DUTY COMPENSATION

Elementary teachers in each elementary school (neighborhood and alternative) will receive additional release days for accepting teacher leadership responsibilities in the school as follows.

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 5.4.8 process. The elementary leadership responsibilities and number of release days for each leader must be reported annually to JCAC.

The teacher who accepts leadership responsibilities will receive 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 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 to Human Resources. —A teacher must give notice of intent to convert by May 15.

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

- 100 - 249 students 16~~10~~ teacher release days not to exceed 3-5 teachers
- 250 - ~~34~~999 students 18~~14~~ teacher release days not to exceed 4-6 teachers
- 350 - 449 students 20 teacher release days not to exceed 7 teachers
- 450 – 549 students 22 teacher release days not to exceed 7 teachers
- 550~~400~~ - 650~~000~~ students 24~~18~~ teacher release days not to exceed 8 teachers

**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 is one thousand one hundred and forty-five dollars (\$1,145.00) per month for the period October ~~2013-2014~~ through September ~~2014~~2017. There will be a one-time transfer of \$500,000 from the licensed insurance reserve fund to the District general fund on October 1, 2015 to accomplish mutual priorities to reduce class size, provide compensation, and support workload relief. ~~There will be a one-time transfer of \$200,000 from the licensed insurance reserve fund to the District general fund on October 1, 2013, to cover the cost of the insurance increase. There will be a second transfer of \$589,000 from the licensed insurance reserves to the District general fund on August 1, 2013, representing the cost of the COLA and a portion of the step increases.~~

6.9 SECTION 125 FLEXIBLE SPENDING ACCOUNT:

Unit member expanded use of section 125 flexible spending accounts will be determined by the District/Association JBC, consistent with the terms of a December 17, 1999, memo from the District to the Association. Any net District FICA savings as determined by the formula in the December 17, 1999, memo in excess of thirty thousand three hundred thirty one dollars (\$30,331.00) per year shall be transferred to the JBC reserve fund in Section 6.4.a. For the 2014-15 school year, \$81,000 of the FICA transfer will be suspended.

## ARTICLE 7 – LIABILITY AND LEGAL PROTECTION

Non-contractual: Classroom Safety Subcommittee – District is willing to establish the subcommittee proposed by EEA, but no contract language will be added. Also, the committee will expire at the term of this agreement and is not an ongoing obligation after the expiration of this contract unless all parties agree it should be continued.

## ARTICLE 8 – LEAVES OF ABSENCE WITH PAY

8.7 STUDY LEAVE:

2.7.1 CONDITIONS OF STUDY LEAVE: Due to economic conditions, no study leaves will be granted for ~~2013-14~~the term of this contract. One-half year leaves shall count as one-half leave and a group study leave as one leave for the purpose of computing the quota. Compensation during the leave shall be eighty-five percent (85%) of the salary the unit member would otherwise be paid if on duty during the leave period.

8.8 ASSOCIATION LEAVE:

Members of the Association's Negotiation Team and members of the Association's Grievance Committee shall be allowed up to thirty (30) days leave with pay per year for the purpose of negotiating agreements and/or pursuing grievances through all steps of the grievance procedure.

## -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.

- c. Elementary unit members shall have at least two hundred ten (210) minutes of preparation per week, with no daily portion smaller than twenty (20) continuous minutes. Every effort will be made to make the daily preparation time thirty (30) continuous minutes in length. This 210 minutes is in addition to the one (1) hour of uninterrupted preparation time in Section 10.1.5.e. For the 2013-14 only, Tthe elementary preparation time in Article 10.1.5.c will include at least two (2) thirty (30) minute blocks of preparation time during the student day each week, which time will

generally be used for individual planning and/or collaboration at the member's discretion.  
Elementary ESS unit members will continue to have 150 minutes of preparation time per week outside the student day in addition to the hour provided in 10.1.5.e.

10.1.7 KINDERGARTEN CONFERENCING AND REPORTING: **CURRENT CONTRACT LANGUAGE WITH PARAGRAPH BELOW**

In the event that a school has a full-day kindergarten program, this Article (10.1.7) shall not apply. TA

10.2 WORK YEAR:

The Board shall adopt a school calendar of one hundred ninety-one (191) contract days which includes a teacher planning day as the first day of the scheduled year.

For the term of this Agreement, the work year will be reduced by two (2) days except as provided by this Article: the work year will be reduced by one (1) non-student contact day and one (1) student contact day, except that EEA may elect, upon timely notice to the District, to authorize a transfer of \$325,000 from the licensed insurance reserve fund to the general fund in lieu of the cut student contact day. In addition, the District reserves the right to restore either or both cut days at any time during the term of this Agreement if its financial condition so permits; in such a case, the District will give EEA 30 days' written notice.

Any of the cut days may be offset by hazardous weather days; notice that a day will be added to the end of the year will be made by April 15<sup>th</sup>.

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

- 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:
  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. Any schedule changed or maintained must meet minimum instructional minutes.

10.5 STAFF DEVELOPMENT AND PROFESSIONAL PLANNING DAYS:

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 ~~\$276~~ \$304 (for eight [8] hours) or an hourly rate of ~~\$34.50~~ \$38.00.  
**TA**

10.5.4 On the professional planning day following Winter and Spring breaks, each trimester, 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.

10.6 SPLIT-SHIFT SCHEDULE: **TA**

Part-time unit members will not be required to work a split-shift schedule. A split-shift schedule is when a unit member's work day schedule is split by any unpaid time that exceeds a total of ~~45~~ 45 minutes at a single school. A unit member who volunteers to work a split-shift schedule at a single school will be paid a .065 FTE stipend. This stipend will be included as salary compensation and will be considered as such in determining all benefits. The District will inform the Association of all positions that will include a split-shift prior to posting and at the conclusion of the displacement process in September.

## ARTICLE 12 – RIGHTS OF PROFESSIONAL UNIT MEMBERS

### 12.7 FAIR DISMISSAL ~~ARBITRATION LAWS~~ FOR CONTRACT UNIT MEMBERS:

~~12.7.1— If a unit member entitled to appeal dismissal or non-extension to the FDAB (contract unit member) appeals a District decision to dismiss or to not extend the contract of the unit member, then the contract unit member and the District will use arbitration as an alternative to a hearing and appeal before the Fair Dismissal Appeals Board pursuant to ORS 342.910 (12) (a) to determine if the contract unit member’s dismissal is in compliance with the standards of ORS 342.805 to ORS 342.910. Contract unit members have the right to appeal a dismissal or non-extension to the Fair Dismissal Appeals Board pursuant to state law, ORS 342.805 to ORS 342.910.~~

~~12.7.2— The contract unit member and the District will select an Arbitrator as provided in ORS 342.905 (12) (b).~~

~~12.7.3— The parties agree that the arbitrator shall have full power to preside over this arbitration with respect to arbitration procedures. The arbitrator may make decisions regarding the scheduling and conduct of the hearing, may receive and make rulings concerning evidence, may receive briefs, and undertake all other matters traditionally done by labor arbitrators in Oregon, provided, however, the arbitration shall use the same reasons and levels of evidence required by ORS 342.905 (12) (c).~~

~~12.7.4— The contract unit member and the District will stipulate that the arbitrator shall not be required to follow procedures applicable to FDAB hearing officers or promulgated for FDAB panels in contested cases under the Oregon Administrative Procedures Act.~~

~~12.7.5— The contract unit member and the District will stipulate that the arbitrator shall follow the same substantive standards for reviewing the dismissal and the same remedial powers as the FDAB would do were it hearing the case on the merits or if findings were being made by the FDAB. The arbitrator shall have no power to rule concerning substantive matters other than using the legal standards followed by the FDAB, as interpreted by the Oregon courts.~~

~~12.7.6— The arbitrator shall have the power to issue subpoenas under ORS 342.905 (5) (b).~~

~~12.7.7— The contract unit member and the District can mutually agree to replace the arbitrator with the Fair Dismissal process and panel.~~

~~12.7.8— The contract unit member and the District intend the arbitration to be final and binding to the same degree that arbitral awards are final and binding in Oregon public sector labor arbitration generally. Neither party shall file any appeal or otherwise contest or refuse to comply with the arbitration award issued by the arbitrator unless the award would be vulnerable to challenge under the traditional Willamina standards, as modified by the Fair Dismissal Law standards in ORS 342.910, subject to the express condition. If it is apparent that the arbitration award was made on some basis other than according to the standards set forth in ORS 342.805 to ORS 342.910, either party may appeal on the grounds that the arbitrator did not have subject matter jurisdiction to issue the ruling, provided, however, that neither party may appeal the decision on the grounds the arbitrator misapplied or misinterpreted one of the statutory grounds for dismissal, or because he violated fair dismissal precedent in upholding or overturning the School Board dismissal decision or decision not to extend the contract.~~

~~12.7.9— Subject to the provisions of Section 8 above, having stipulated that the arbitration award will be final and binding, the contract unit member and the District agree that any award issued by the arbitrator shall not be appealable by either side to the Oregon Court of Appeals or to any judicial authority.~~

## ARTICLE 13- PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

13.8.1 SPECIAL EDUCATION RELEASE TIME: 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 full time position assigned for instruction of the students with disabilities (per IDEA) mildly handicapped with this primary responsibility will receive three (3) 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. [Note, the District proposes current contract language for the remainder of Article 13.8.1]

New 13.8.7: ESS will provide each special education teacher assigned to a building daily case management time for the purpose of arranging IEP meetings, performing required special education activities related to IEP meetings, and reporting on progress. This time is not protected due to the requirements of special education teachers to support students throughout their school days. Case management time will be allotted as follows:

- 30 minutes daily for elementary special education teachers
- 1 period per day for middle school special education teachers;
- 1 period per day for high school CLC special education teachers
- 30 minutes daily for post high-school transition special education services.

Case management time for part-time members will be pro-rated in proportion to the member's FTE.

(See letter of intent from ESS Director Cheryl Linder dated July 17, 2014, outlining additional workload relief supports).

#### 13.9 — STUDENTS WITH SPECIAL NEEDS: TA

The District and Association recognize that the instruction of students with special needs may have an impact on the workload of teachers. The parties agree that a mutual effort must continue to be made to carefully consider the instruction and service needs of students with special needs in general and special education classrooms. To accomplish this, the District and Association may appoint and support a joint committee under the terms of Article 16 to address the workload impact of the placement of students with special needs. In the absence of a joint committee, the responsibility of the joint committee will be performed by the JCAC. The joint committee will address these charges:

- a. Develop and distribute information to teachers and administrators about working with students with special needs. The information should deal with procedural concerns as well as strategies for working with students.
- b. Develop ways to ease the workload of teachers working with students with special needs.
- e. Recommend process to provide an on-going and timely information flow.

## **ARTICLE 16 – JOINT COMMITTEES**

16.1.3 The District shall provide up to eighty-five (85) days of paid leave with a District paid substitute for unit members' participation in joint committee responsibilities. At the discretion of the Association, up to 75 of the 85 days in Article 16.1.3 may be converted to licensed FTE at the current guest teacher rate plus fixed costs.



July 17, 2014

To: EEA Bargaining Team  
From: Cheryl Linder, on behalf of the District Bargaining Team  
CC: District Bargaining Team, Shelley Berman, Sarah Brown  
Re: Letter of Intent—Case Management & Caseload Support

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To support special education providers case management duties, the District proposes to provide regional classified staffing for the purpose of augmenting instructional groups, meeting scheduling and data entry into Synergy. The staffing will be assigned as follows:

1. (2) 8 hour Program Coordinator Assistants (PCAs), with one assigned to the South/ Churchill region and the other assigned to the North/ Sheldon region. The PCAs would serve teachers in the elementary, middle school and high school CLC programs.
2. (1) 8 hour PCA assigned to support the consultants, psychologists, autism and behavior consultants.
3. (2) hours EA time per life skills classroom for transportation support.
4. The equivalent of \$100,000 in a combination of classified EA and licensed teacher time to be assigned to the highest need buildings to support case management.

The above framework differs from that presented to EEA on June 19 in that there is a reduction in PCA time. In order to meet the priorities reflected in the District's counterproposal presented along with this letter, it was necessary to compromise something from the ESS support proposal. Upon further reflection, we have determined that in order to support case management at each building it will be critical to provide a combination of licensed and classified staff to the highest need buildings. The total cost of the support framework outlined above is \$337,000, amounting to a \$100,000 reduction from the framework outlined in the June 19, 2014 letter.

Although this support framework represents a compromise from the level of support outlined in my June 19, 2014 letter, it still would have a significant and positive impact on many ESS members' workload. The three PCAs provided through

this framework will provide considerable Synergy-related support to licensed staff, relieving them of some of the clerical burden they now face. Further, the structure is intended to support case management as well, and while it is not feasible at this time to provide protected case management time, the District's proposal, if accepted, represents a meaningful acknowledgement that ESS teachers with regular classroom instructional and case management responsibilities need time to manage their cases.

In terms of support for special education itinerant providers, the District Board of Directors has authorized the hire of 1.0 licensed FTE in ESS. This FTE will be allocated in part to support school psychologist time to support Synergy related work, in part to support speech and language pathologists, and in part to support the highest need areas for ESS licensed staff in 2014-15. The District Board has already authorized the hire for these positions, and they are therefore not part of the District proposal.

If you have any questions, please let our team know.

A handwritten signature in cursive script that reads "Cheryl Linder". The signature is written in black ink and is positioned above the printed name and title.

Cheryl Linder, D.Ed.  
Director, Education Support Services