

EEA Proposal to Eugene School District 4J

November 4th, 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:

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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~~ 2022.

#### 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 2021-2022 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.

#### 4.8 PAYROLL DEDUCTIONS:

The District shall deduct from the salaries of the unit members at the unit member's request, the following: dues of Association members, premiums for Board approved health and welfare benefits, tax sheltered annuities (TSA) which the District has approved, and contributions to United Way.

~~Any unit member may request in writing, the unit member's regular Association membership dues to be deducted from the unit member's salary. The first monthly deduction shall be made on the following pay date after the authorization is received. Such authorization shall continue in effect year to year until revoked by email or letter delivered to the district's Human Resources office and the Association on or before October 15 of each year. Correspondence withdrawing authorization for the payroll deduction received by the district on or before October 15 shall be effective October 15 of the same year. Otherwise, the withdrawal shall be effective October 15 of the following year. The District and Association shall each provide the other with a copy of a unit member's authorization of membership dues deduction or cancellation of the dues deduction authorization within five (5) business days of receipt. The District will maintain a member's authorization and/or cancellation of the same in the member's personnel file.~~

The District will deduct dues, fees, and any other assessments or authorized deductions to the Association in accordance with the payroll-deduction authorizations signed by members and provided to the Association. The Association will provide the District with a list identifying the employees who have signed such authorizations and the authorized deduction amounts. The employer shall rely on the list to make the authorized deductions and to remit payment to the Association and OEA.

The District shall deduct one-tenth (1/10) of the dues each month beginning in October of each year. Deductions for unit members whose authorization is received after the commencement of the school year shall be prorated so that the prorated amount of the Association dues shall be completed by July following the first deduction.

- a. Within fifteen (15) days after each pay period, the district will send to OEA in a single payment the combined NEA and OEA dues, including any voluntary Association contributions, deducted for the month. EEA dues and local PAC

payments will be deducted and paid separately from OEA NEA dues and shall be remitted to the EEA. The amount of Association dues collected shall be remitted to the Association each month at no cost to the unit member nor the Association. The District in a reasonable manner shall provide the Association the names of the persons whose dues the District has deducted and amount of deduction.

- b. On a monthly basis, the District will provide OEA a list of all employees represented by the bargaining unit, employee identification number, date of hire, FTE, position title, worksite, salary column and step, all known phone numbers, work and home email addresses, and mailing address of record. The District will provide such information for new hires within ten (10) calendar days from the date of hire.
  
- c. ~~The Association assumes responsibility for, and shall defend, indemnify, and hold the District, its employees, agents, and board members harmless from any and all claims, causes of action, administrative complaints, lawsuits, orders, or judgments, resulting from or related to the deduction of union dues and/or contributions deducted from an employee's salary and payment of such dues and/or contributions to the Association. The District shall not be liable to any bargaining unit member for damages resulting from the unauthorized deduction and the Association shall indemnify the employer for the amount of any unauthorized deduction resulting from relying on the Association's list of authorized deductions. The Association's obligations are contingent upon the District: (1) giving the Association reasonable notice, in writing, of any claim; and (2) fully cooperating with the Association and counsel selected by the Association in the defense of the claim. In the event the District properly invokes this paragraph, the Association will provide the attorney to defend against the claim. The Association shall reimburse the District for all costs and disbursements arising out of or related to the claim. Should the District wish to select and use its own attorney, the District will pay the fees and costs of said attorney. If the District fails to make deductions and payments in accordance with the list, the District is liable to the Association, without recourse against the bargaining unit member who authorized the deduction, for the full amount that the District failed to deduct. Any dispute over the existence, validity, or revocation of a deduction authorization shall be resolved through an unfair labor practice proceeding.~~

#### **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.

**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 for the first five columns of the salary schedule and step 15 for the last two columns):

5.1.1 Senior High Coaches: ~~Men~~

<u>Head Football.....</u>	<u>15%</u>
<u>1st Assistant Football.....</u>	<u>10%</u>
<u>2nd Assistant Football.....</u>	<u>10%</u>
<u>3rd Assistant Football.....</u>	<u>7%</u>
<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>

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%

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% \*

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%\*\*

2<sup>nd</sup> Assistant Track..... 5%\*\*

3<sup>rd</sup> 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%

Middle School Orchestra..... 3%

Senior High Orchestra..... 4%

Middle School Band..... 4%

Middle School Choir..... 4%

Senior High Choir..... 8%

Senior High Band..... 10%

5.1.8 5.1.4 Other Extra Duty

Senior High Athletic Director..... 22%

Senior High Speech..... 12% \*

Senior High Newspaper/News Media 10%

Senior High Yearbook..... 10%

Senior High Rally..... 8%

Senior High Competitive Rally..... 10%

Senior High Dance Team Adv..... 6%

Senior High Competitive Dance..... 10%

Senior High Drama & Stagecraft:

each play..... 6%

for up to 2 plays per year

Senior High Musical..... 6%

for one musical play to be divided among drama/stagecraft, orchestra, & vocal

Middle School Drama per play..... 2%

for up to four plays each year

Middle School Journalism..... 4%

**Affinity Group Facilitator.....7%**

\* The funding for these positions was reduced or eliminated. If restored, the position will continue at these percentages.

\*\* A 1<sup>st</sup> Assistant Track Coach may be hired if the number of students participating in track exceeds 35; a 2<sup>nd</sup> Assistant Track Coach may be hired if the number of participants exceeds 70; a 3<sup>rd</sup> Assistant Track Coach may be hired if the number of participants exceeds 105.

**5.10 DUAL IMMERSION COMPENSATION**

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 – CTE Extra Duty and Expense Reimbursement (NEW)**

CTE teachers will be provided up to up to twenty (20) hours per year extended contract for time spent in purchasing necessary program supplies.

When members must make out-of-pocket purchases for a CTE program they will be reimbursed within 14 days. Should the district be unable to meet this timeline, an additional \$50 will be paid for the 15<sup>th</sup> day and every 7<sup>th</sup> day thereafter until the expense is reimbursed. In submitting for reimbursement, the member must provide proper documentation of the purchase, including the inability to use district-issued purchasing means.

### **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.

**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**

**10.1.3 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 of grading days, grading and conference days, and progress report days as 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. a. The District and Association recognize that meetings are a regular part of the special education bargaining unit member's day. These commitments will be considered when special education unit members build their schedules (including student contract meetings, preparation time, and itinerant teacher travel time).

**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.

## 12.11 NONDISCRIMINATION:

The provisions of this Agreement shall be applied equally to all unit members in compliance with the applicable law against discrimination as to race, color, creed, sexual orientation, national origin, age, sex, marital status, disability, gender identity, religion, or other legally protected status. Any member who alleges discrimination under this Article shall have the right to seek resolution through the applicable District complaint procedure, as further provided in District policy and administrative rule. A complainant may choose to have Association representation during the complaint process. If the complainant so requests, the District shall assign an investigator who shares the member's protected status. Based on the availability of District complaint procedures and legal remedies, Article 3 contract grievance procedures do not apply.

12.11.1 The District and Association will jointly create, facilitate, and maintain a system for reporting micro/macro aggressions against 4J staff, including joint facilitation of restorative practices when such incidents occur.

**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 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.

#### 13.12 NEW TEACHER MENTOR PROGRAM:

~~The District will work collaboratively with the Association to provide a new teacher mentor program.~~

The District will create a mentoring program with intentional collaboration between Administrative Leads (Equity, Human Resources, and Instruction) and the Association. The capacity of the program will be sufficient to allow a mentor to be assigned for each new hire.

a. Content-specific supports including Title and ELD will be provided as needed.

b. Caseload for 1.0 full release mentor is ≤15 mentees. Caseload for 0.5 mentor is ≤8.

13.12.1 New hires attending the Induction orientation program prior to the beginning of the contract year will be paid for all hours of attendance at the rate of their placement on the salary schedule.

**14.1. ASSOCIATION ACCESS TO UNIT MEMBERS AND USE OF FACILITIES:**

- 14.1.1 The District and the Association recognize that Association business should be conducted in an atmosphere that is mutually respectful and does not interfere with the educational process.
- 14.1.2 The Association may use the District's interschool mail service. The District shall collect and deliver mail daily at the Association's office. Association mail may be placed in unit member mailboxes in the schools by official representatives of the Association. The Association may use District email to communicate about collective bargaining, contract maintenance, employment relations disputes, and Association business, with bargaining unit members. Such use is subject to the terms and conditions of the current District Technology Appropriate Use Guidelines and District policies and administrative rules applicable to such use. All Association communications must clearly identify the Association authorship.
- 14.1.3 The Association will have in each school building the exclusive use of a bulletin board, or space on a bulletin board, in a staff room or similar location.
- 14.1.4 The Association and its representatives may be present in school buildings, providing there is no interference with the normal school program or activities. The Association may use school rooms and other meeting rooms for Association meetings and may access unit members before or after regular building hours, during meal periods, and during any other periods of time in which the unit member is not engaged in student contact. Use of meeting rooms shall be cleared through the building principal.
- 14.1.5 The Association shall have the right to meet with current employees during regular work hours at their worksite for purposes of addressing grievances, complaints, and other matters related to employment relations.
- 14.1.6 Designated representatives of the Association shall have reasonable paid time to perform Association duties during regular scheduled work hours without loss in pay, benefits, leave accrual or seniority. Duties of a designated representative include: Investigate and process grievances; investigate and process workplace complaints; attend investigation and discipline meetings; prepare for and participate in administrative hearings, arbitrations, and ERB hearings; participate in bargaining sessions; participate in labor management meetings; participate in new member orientations; comply with a subpoena; interviewing bargaining unit members one-on-one; other duties mutually agreed upon.

- 14.1.7 The Association shall have the right to meet with newly hired staff within thirty (30) days of their hiring date for purposes of Association orientation. During pre-service, the Association shall have the right to meet with new employees for ninety (90) minutes on paid time for purposes of Association orientation. After pre-service, the District will each month provide staff newly hired in that month with sixty (60) minutes of paid time for Association orientation. The dates and times of such meetings will be established by mutual agreement between the Parties.

## **APPENDIX D – MISCELLANEOUS**

### **EOA – TEACHER LEADERSHIP**

For the term of this agreement, the District will allocate \$15,975 annually to support teacher leadership at the Eugene Online Academy. .

### **Athletics Compensation**

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 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 10 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.~~
  - ~~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 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 budget 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%.~~
  - ~~v. Compensation for any authorized pre-season work will be embedded in the established coaching stipend, and Article 5.1.9 (Fall Reporting Time) 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.