

**SUMMARY OF 11/7/17 TENTATIVE AGREEMENT
EEA AND 4J**

Art 2 STATUS OF AGREEMENT - *The expiration date of the agreement is June 30, 2020 (3-year agreement).*

Art 3 GRIEVANCE PROCEDURE - *Group grievances will now be submitted to 4J Human Resources at Level 1 (formerly filed at Superintendent Level 2).*

3.4.11 Arbitrability - *Change to allow for cases of alleged discrimination to be represented by EEA within the District complaint process. Such cases, which formerly could have been grieved to Level 2, will now be processed solely through the District complaint procedure.*

Art 4 SALARIES AND RELATED COMPENSATION

COLA	2017 - 18	2.1%
	2018 - 19	1.8%
	2019 - 20	2%

4.3 Work Related Experience - *Increases maximum step that new hires can be placed on to 15 years in 2017-18, 16 in 2018-19, and 17 in 2019-20.*

4.3.1 - *Changed to include Occupational Therapist and Physical Therapist in provisions of 4.3.*

Art 5 EXTRA DUTY COMPENSATION

5.1.6 - *Middle School Track Coordinator moved here from 5.5.2.*

5.1.8 - *Senior High Paper renamed to Senior High Newspaper/News Media
- new 10% stipend for high school Competitive Dance and Cheer*

5.5.2 - *Housekeeping updates to remove reference to several positions and change the name of Ed Support Dept Chair to Health Services Chair. All eliminated positions were either moved to other sections of CBA or removed because the positions no longer exist.*

5.5.3 - *Moved language from 5.5.8e to reflect District's funding of high school, middle, and SSD teacher leadership and to increase these leadership funds according to COLA increases each year.*

5.5.6 - *moved workdays for Elementary Media Specialist to new section of Article 10.*

5.5.8 - *Language on high school and middle school leadership moved to 5.5.3.*

5.9 IB Assessment and Compensation - *Increases the amount of the compensation pool from \$24,099 to \$34,900. 20% of these funds will go to Eugene IHS and NEHS teachers of social studies and language arts, and remaining 80% will go to non-social studies and non-language arts teachers at the other IB host sites (South, Sheldon, Churchill and North).*

ART 6 FRINGE BENEFITS AND OTHER ALLOWANCES

6.1 Full Time - *The District monthly insurance contribution will remain at \$1200 for the life of the Agreement. There will be a one-time transfer of \$650,000 from the insurance reserve fund to the District general fund on December 1, 2017, October 1, 2018, and October 1, 2019.*

6.4.a - *Beginning June 30, 2020, amounts in the insurance reserve fund over \$1,500,000 will revert to the General Fund, unless tiered rates are adopted, in which case the cap will be \$2,500,000.*

Art 7 LIABILITY AND LEGAL PROTECTION - *If a member feels threatened by a physically aggressive student, the member will submit a form to their administrator documenting the behavior. The District will then initiate assessment of the environment and if appropriate work with the member to implement a safety plan in a timely manner.*

Art 8 LEAVES OF ABSENCE WITH PAY

8.1.1 - *Sick leave provided in the amount of 96 hours per year.*

8.1.2 - *All members earn sick leave based on work hours paid, up to 96. Sick leave will no longer be "front-loaded" as a credit at the beginning of the year on the paycheck, but use of anticipated but unearned sick leave shall be allowed.*

8.1.4 - *Sick leave eligibility expanded to include any "serious health condition" (language had previously defined eligibility as "illness or injury" or "disability caused by pregnancy or childbirth).*

- a.** *Up to 40 hours sick leave per year may be used to care for injured or ill family member regardless of whether or not the condition is covered by OFLA or FMLA.*
- b.** *Members on approved FMLA or OFLA leave may use sick leave for 1) birth adoption or foster placement; 2) home care of a child; 3) recovery or treatment of employee's own health condition; and 4) to care for a family member's health condition.*
- c.** *"Family member" is defined as spouse or same-gender domestic partner, the biological, adoptive or foster parent or child, the grandparent or grandchild, a parent-in-law, a*

person for whom the employee was or is in a relationship of in loco parentis, or any other person defined as a family member under the law.

8.3 Personal Leave - *Members can carry over a total of 3 accumulated personal days. Family leave conversion of personal leave is eliminated (old provision was to allow up to 3 accumulated days of personal leave to be used as family leave, and for the maximum accumulation of 3 personal and 3 family*

8.4 Family Leave - *all references are deleted.). (Note: The total earned sick leave has been moved to 96 hours from 80 and has now been defined to include family leave as an eligible use)*

8.4 Bereavement - *Bereavement eligibility defined for death of family member as defined by OFLA and 8.1.4.c above and siblings and step-siblings. OFLA eligible members can use up to 5 more days of leave (and can elect to use accrued paid leave to cover). District may grant up to 2 additional days under extenuating circumstances.*

Art 9 LEAVES OF ABSENCE WITHOUT PAY

9.4.1 - 9.4.3 - *Under FMLA/OFLA leaves, expands definition of eligibility to include serious illness of both employee and family member.*

Art 10 WORK SCHEDULE

10.1.2 Faculty Meetings - *Members may be excused from faculty meetings for good cause and with prior approval of administrator. Consideration will be given to time for mandatory online trainings and teacher evaluation goal planning.*

10.1.3 Other Meetings - *504 meetings are excluded from the provision limiting meetings after the work day to one day per week.*

10.1.5.c - *Elementary members will have 300 minutes of prep time per week, including a 1- hour block of uninterrupted time during which administration will not schedule meetings. These 300 minutes will include 120 minutes of prep during the student day in blocks of not less than 30 minutes.*

SSD members will have 210 minutes per week, including one 60-minute block in which no meetings will be scheduled.

New Section - Elementary Blends - *Beginning in 2018-19, an elementary teacher who receives an unexpected blend assignment after August 1 will be paid a 2% stipend. This does not apply to teachers hired into a blended assignment after August 1.*

Art 10.2 WORK YEAR AND SCHEDULE

10.2.1 - *Martin Luther King Day added as paid holiday in lieu of President's Day.*

10.2.3.c - *President's Day is an unpaid day that may be used as a weather make-up day.*

10.2.4 Procedures for Association Involvement in the Development of a School District Calendar

10.2.4.a - *If calendar modifications are necessitated due to closures from emergency conditions, the District can present proposed calendar revisions to EEA with less than 60 day notice.*

10.2.4.f - *The provisions for establishing a District calendar will be utilized to develop standard schedules, by level, and shall include either student early release or late start, and may include full day release.*

- 1. The schedules approved by the Board will meet or exceed minimum hours of student instructional time and crediting of hours for recess, parent-teacher conferences, or professional development is determined with the sole discretion of the Board.*
- 2. The maximum hours for instruction will be 920 for grades K-5, 945 for grades 6-8, and 1,012 for grades 9-12, unless the EEA gives written consent or unless ODE raises instructional minimums beyond these levels.*
- 3. Schedules are adopted by the Board upon recommendation of the Superintendent.*

Buildings will no longer have the ability to adopt their own schedules.

10.4 Extended Contract For Standards-Based Formative Assessment - *A pool of \$30,000 will be allocated on an annual basis to compensate members for making formative-based assessments aligned to state standards. Each member will be provided up to 6 hours additional compensation at the per diem rate to create such assessments. Members will collaborate with their administrator in requesting this compensation. If requests exceed the pool, money will be pro-rated.*

New 10.XX

- 1. School psychologists, SpEd consultants, and nurses shall have a 194 - day work year. These days are scheduled immediately before the year (unless member and admin agree otherwise) and are paid at the per diem rate.*
- 2. High schools will have 4 additional workdays (now total of 14) to allocate to counselors. Media Specialist extra workdays are moved to this article.*

3. *Summer professional development may be assigned during the 3 days immediately preceding the work year. Notice of assignment will be given by Spring break. Members who have a legitimate pre-scheduled conflict will be excused upon notice to their administrator.*

Art 12 RIGHTS OF PROFESSIONAL UNIT MEMBERS

12.11 Non-discrimination - *Updates reference to protected classes by adding language to include disability, gender identity, religion, or other legally protected classes. Members who allege discrimination under this article will have the right to seek resolution through the 4J complaint process with EEA representation. Based on the availability of this complaint procedure and legal proceedings, alleged discrimination will no longer be subject to the grievance procedure at Levels 1 and 2.*

Art 13 PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

13.8.1

- b.** *SLP specialists will be given a stipend equal to 3 days (up from 2) at the per diem rate.*
- c.** *Release days provided to members under Article 13 that are unused will now be paid out at the substitute rate.*
- d.** *SSD members assigned instructional, related services or consultant/evaluation responsibilities (School Psychologists, SpEd Consultants, Autism Consultants, Behavior Consultants, PTs and OTS, and Assistive Technology Specialist) will receive an additional half day of stipend to bring the total to 2 days equivalent.*
- e.** *In addition to any stipends, the District will allocate an annual fund of \$30,000 for SSD members to receive up to 6 hours compensation for participation in IEP meetings during scheduled planning days, prep time, or outside the work day.*

13.8.4 IEP/504 Pool - *The District will allocate \$30,000 (up from \$20,000) for non-SSD members to be compensated up to 6 hours at per diem rate for participating in IEP meetings. 504 meetings will also now be eligible for compensation under this article.*

For each increase of 5% in the combined number of IEP and 504 plans over the prior year, the pool will increase by 5% to a maximum of 15% over 3 years.

13.8.5 Itinerant SSD Staff Professional Development - *PD funds will now be provided to itinerant SSD staff equal to one day at the voluntary professional development rate (\$304).*

13.8.7

- c. *Post-high school transition special education teachers will receive one prep period per day.*

13.13 New Teacher Mentor Program - *The District will work collaboratively with EEA to provide a new teacher mentor program.*

Appendix D Miscellaneous

Chinese Immersion Teacher Leadership - *\$1,360 annually will be allocated to support teacher leadership.*

Elementary Report Card Initiative - *During 2017-18, the Director will lead an effort to streamline the elementary report card. EEA will select 12 of 24 licensed committee members.*

Seminar Coordinator - *Funded at 0.2 FTE for life of contract. University Liaison FTE is eliminated.*

Elementary Testing Coordinator - *A stipend of up to 2% will be paid for testing coordinator in buildings of over 200 students based on the level of ESC FTE assigned to the building. Stipend ranges from 0% in buildings with .5 or more ESC to 2% in buildings that have less than .2 ESC assigned.*