

7.29.21
3:00 pm
Unw

7.29.21 Association Counter

ARTICLE III. EMPLOYEE RIGHTS

Section F: Assignments, Transfers, and Vacancies

5. Administrative Transfers:

- a. The District may transfer employees to positions for which they have proper certification if transfers are deemed necessary by changes in the Basic Education program following the procedures and conditions referenced in Article III, Section F.
- b. Notice of a need for administrative transfer shall be posted via email for a period of five (5) days. If, at the end of the 5-day period, no interest has been expressed, the Administration will consider all employees who meet the necessary qualifications, pursuant to Section F, Paragraph 1 above. When more than one employee meets the qualifications, the most senior employee shall have the first right of acceptance.
- c. An administrative transfer shall be made after the building principal(s) or the Superintendent has personally contacted the affected employee by stating the specific educationally sound reason(s) for selecting the employee for such a transfer. The transferred employee is entitled to discuss his/her personal desires at that time.
- d. When requested, an employee selected for transfer during the school year shall be released from teaching for five (5) ~~up to two (2)~~ days at the employee's option to prepare for the new assignment. The preparation time must be scheduled within one (1) week of the transfer date. If the employee is transferred within two (2) weeks of the start of school year the employee will receive five (5) days per diem pay. Additionally, the transferred employee will receive the training required to perform the duties of the new position.
- e. The affected employee who is required to transfer during the school year may request assistance from the Administration to help move the transferee's instructional materials.

District 7-29-21 More discussion needed/

ARTICLE VI – INSTRUCTION

Section C: Workload and Class Size

1. Class Size Provisions:

- a. The following class size provisions may be waived due to severe funding cutbacks, levy failure, significant enrollment decline, or other emergencies as determined by the Board of Directors which may occur in the District.

Grades Kindergarten (K) through three (3)	twenty (20) - three (23) per
day Grades four (4) through six (6)	twenty- three (23) - six (26)
per day	
Grades seven (7) through twelve (12)	twenty- five (25) nine (29)
	per period
K-6 Music & PE	twenty- five (25) nine (29)
	per period
Grade 7 through (12) P.E.	forty (40) <u>thirty (30)</u> per period
Grade 7 through (12) Music	forty (40) <u>thirty (30)</u> per period

- b. Teachers who have special education students in their classroom will be able to count those students up to 1.5 FTE if those students require accommodations and modifications that the teacher must provide in their academic program. The special education administrator, with regular and special education teacher input, will assign weighting factors to special education students for class size determination only. Administrators or teachers may request the student weighting process when class sizes are approaching overload status. These weighting factors will reflect at least the following challenges for a regular classroom teacher who will be responsible for mainstreaming this student in their classroom.

1. Behavior challenges/modifications
2. Planning for accommodations in curriculum
3. Majority of school day spent in the regular education setting
4. Providing a different education program in the classroom

The weighting factors will range from 1.0 (no added weight) to 1.5 (severely disabled students that are still in a classroom, without support). This value will be kept for the school year in the Special Education office, but may be adjusted as student schedules or services change.

Time in classroom and academic level discrepancy will be considered as factors for determining overload resolutions. Special education staff will take part in the resolution process.

- c. In the interest of developing a quality band and choir program, the enrollment in a 5th through 12th grade and choir band classes may exceed the maximum numbers in paragraph a. above if approved by the teacher., ~~unless the class composition creates management issues.~~

2. **District Monitoring Requirement and Options:** The District shall monitor employee workload and shall ~~attempt to~~ relieve any class size overload. The employee ~~and the principal~~ will review the resolution options below and communicate his/her choice to the Principal. ~~that best serve the needs of the employee and his/her students.~~ Resolution will occur within ten (10) days of the overload occurring. These resolutions may include ~~but are not limited to:~~
- a. Classroom assistance for a minimum of 50 additional minutes per day;
 - b. Clerical assistance for a minimum of 50 minutes per day;
 - c. Additional or alternative instructional equipment;
 - d. Student transfers.
 - e. Teacher compensation for students in excess of the numbers specified in paragraph 1a. above;
 - \$16 per student per day for K-6
 - \$4 per student per class period for 7-12

Section D: Pupil-Teacher Overload and Resolution Procedure

1. The ~~principal and the affected employee(s) will confer~~ meet with the building principal to discuss the teacher's choice of the above ~~alternative~~ resolutions. ~~and come to an agreement within three (3) working days. Agreement on a resolution between the employee and the principal will require~~ implementation of the chosen resolution will occur within 5 calendar days of the choice being communicated to the Principal. ~~following an agreement.~~
- ~~2. The principal and employee may meet with the superintendent within the 5 day implementation period if extraordinary action must be taken that exceeds the principal's authority.~~
3. Failure to ~~resolve~~ address an overloaded classroom within the time allotted may result in a grievance by the Association.

7-29-21 CCL/ see District proposal

Association would still like to continue discussion Curriculum as it remains a Huge workload issue for teachers. Curriculum provides consistency across levels of instruction that are not there at the present time.

7.29.21 Association counter as marked

Section I: Curriculum Adoption

The district will provide the necessary curriculum for employees. This curriculum will be ~~updated and~~ reviewed on a regular basis with no more than one (1) major curriculum adoption per academic year. Each building will have a representative from the appropriate department or instructional area when their respective curriculum is up for review and or adoption.

7-29-21 Reject(Board responsibility)

Section J: IEP Writing

1. **Release Time:** Special education classroom teachers, including pre-school, who serve students on a daily basis and write IEP's, will be provided one (1) day per year of release time. Such release time may be used in two (2) half days or one (1) full day to either write IEP's or hold several IEP meetings. This time will be worked within the school setting. Special education employees will coordinate this release time with their Principal or the Director of Special Education prior to its use.
2. **Per Diem Days:** Special education employees who write IEPs and daily serve students shall receive two (2) per diem days, paid on a time sheet, each year for the purpose of writing IEP's.

7-29-21 See District proposal

ARTICLE VII. LEAVES

7.29.21 Association Maintains their original proposal

- a. **Bereavement:** ~~Additional~~ Bereavement leave shall be granted to each employee to be taken from sick leave.

7.29.21 Association Maintains their original proposal on cash out.

Section E: Personal Leave

1. **Days:** The District shall grant employees three (3) days of paid personal leave per year.
A. Teachers may elect to be compensated at their daily per diem rate ~~the rate of \$150 per day~~ in lieu of using personal leave days.
2. **Notice:** Except for an unforeseen emergency, the employee shall request their use from their building principal two (2) days prior to the leave being taken. When leaves are denied, specific reasons shall be given.
3. **Substitute Limitation:** The granting of any personal leave will be dependent upon the availability of substitutes for the time requested. No personal days will be granted in June unless approved by the building administrator.

4. **Accumulation of Personal Leave Days:** Employees may elect to carry over up to two (2) personal leave days each year. These carry over days can be combined with the current year's three (3) days, for a maximum of five (5) days that could be used in any one year. Such five (5) days can be taken consecutively.
5. **Notification:** The District will automatically roll over personal days at the maximum amount and pay unused days that are not rolled over to the next school year. If an employee decides to cash out any unused personal leave days that would automatically roll over, he/she must notify the District prior to June 1st.

Employees electing to use five (5) consecutive personal leave days shall give a minimum notice of ten (10) calendar days prior to intended use.

7.29.21 Association Maintains their original proposal

Section H. Family Sick Leave

Two (2) days of family sick leave shall be provided to employees for a relative in the family. For the purposes of this provision, family shall mean spouse, parent, child, grandchild, grandparent, sibling or those of the employee's spouse, or others for whom the employee is legally responsible. After two (2) days, additional family sick leave shall be deducted from sick leave.

7.29.21 Association Maintains their original proposal

Section I. Bereavement Leave

One (1) to five (5) days of paid bereavement leave shall be available to employees for each death of a family member. Bereavement leave may be used for the death of a family member to include child, spouse, parent, step- parent, grandchild, grandparent, parent-in-law, and sibling. One (1) day of bereavement leave is available for the death of a close personal friend, aunt, uncle or cousin. Additional days beyond the one (1) day of bereavement may be requested of the superintendent in extenuating circumstances.

ARTICLE VIII. FISCAL MATTERS

7.29.21 Association Maintains their original proposal

Incentive (I)

Employee Retention

Upon completion of a school year and signing and fulfilling a contract for the next year, employees

will be paid the following in their July paycheck.

<u>Signing after year one (1) and completing year two (2)</u>	<u>\$500</u>
<u>Signing after year two (2) and completing year three (3)</u>	<u>\$750</u>
<u>Signing after year three (3) and completing year four (4)</u>	<u>\$1000</u>
<u>Signing and completing each year after year four (4)</u>	<u>\$1000</u>

~~The District and the Association agree to a Memorandum of Understanding (MOU) to study the possibility of a stipend in this category. This study will occur during the 2018-19 school year. The MOU group will consist of two (2) administrators chosen by the District and two (2) certificated employees chosen by the Association. The group will study the possibility of a stipend for “distinguished” work in Criterion #8.~~

Section D: Salary

7.29.21 Association Maintains their original proposal

11. Legislative Salary Increase

The Salary Schedule (Appendix C) will be increased annually by either the Implicit Price Deflator (IPD) or the increase in the State allocation for certificated educational employees whichever is higher.

Section F: Fringe Benefits

The District shall provide qualified employees with insurance benefits, beginning January 2020, that align with the rules and regulations set by the SEBB (School Employee Benefits Board).

A. Availability:

1. Employees are qualified if they work or will work a minimum of 630 hours during the year. Paid leave hours shall count towards the 630 hours used to determine eligibility for benefits. For purposes of benefits provided under SEBB, a school year shall mean September 1 through August 31. The effective date of coverage is the first day of the month following the day the employee begins work.
2. Open enrollment begins as per SEBB rules
3. Individuals must enroll on-line themselves or with forms provided by SEBB.

B. Benefits

1. Qualified Employees will be provided SEBB benefits that include medical, dental, vision, basic life/accidental insurance and long-term disability insurance. Employees may select optional benefits at their own expense.
2. Employees will select a carrier approved by SEBB and available in the county they live in or as per SEBB rules.

C. Premiums

1. The district shall pay their portion of the employee premium as established by SEBB.
2. Employees will be responsible for their portion of the premium.
3. Premium surcharges will be paid by the employee.

D. Benefit Termination:

Any employee terminating employment shall be entitled to receive the District insurance contribution for the remainder of the calendar month in which the contribution is effective. In cases where separation occurs after completion of the employee's full contract obligation (i.e. the end of the school year), benefit coverage will continue through August 31 of that year.

E. Implementation Issues

The parties agree to meet and negotiate, to the satisfaction of both parties, any discrepancies or disagreements that develop as the SEBB program is implemented.

Should any contract language be found not to be allowed under State law and/or SEBB rules, State law and SEBB rules shall govern.

~~1. **State Insurance Contribution:** Beginning September 1, the District shall provide the maximum state insurance contribution funded by the state per month per FTE on a pooled basis. In lieu of HCA payments billed by the state for the retiree's health benefits (Health Care Retiree Contribution) in 2015-16, a professional responsibility stipend of \$312 shall be given per FTE. Starting in 2016-17 and each year thereafter, the District shall pay sixty-five dollars (\$65) per month of the HCA. District funding for this benefit is contingent upon Levy passage.~~

~~2. **Part Time Employees:** Employees less than full time will receive a pro-rata share, based on their percentage of FTE, of the maximum contribution.~~

~~3. **Available Programs:** Employees may use the monthly premium to provide the programs listed below:~~

- ~~a. **WEA Select Health Plans** (including WEA Select HMO)~~
- ~~b. **Vision Care Plan**~~
- ~~c. **Washington Dental Service Plan**~~
- ~~d. **Orthodontia**~~

~~4. **Pooling:** The intent of the Parties is to provide the maximum insurance contribution provided by the state to the employee pool. To gain maximum utilization of the total State insurance contribution provided by law for employees, the District shall contribute the maximum provided to an insurance pool to be distributed among employees, to those who do not generate sufficient monies to cover the full cost of medical coverage.~~

~~The District contribution toward medical/life, dental and vision insurance does not provide funds for double coverage of medical/life benefits for husbands/wives/children~~

~~where both are employed by the District. Therefore, if certificated husbands and wives from this District choose to have double coverage for themselves and/or children, they will be expected to pay the difference in premium.~~

- ~~a. Pursuant to ESSB 5940 — Section 2(2)(e) requiring each employee included in the pooling arrangement who elects medical benefit coverage to pay a minimum premium charge subject to collective bargaining. OEA members minimum payment will be \$1.00.~~

- ~~5. **District Medical Pool Contribution:** The District will create a pool of \$40,000 to be distributed to those certificated staff members who insure family members in addition to themselves, excluding COBRA insured. This pool is in addition to the pool cited in paragraph 4 above. Pool contributions are dependent upon levy passage.~~
- ~~6. **Sequence:** From the dollar amount available to each employee, first shall be deducted the cost of the dental and vision insurance programs, with the remaining monies available for application to one of the medical insurance programs.~~
- ~~7. **Review:** The Parties shall jointly review coverage and carriers at least annually. No change in carrier or coverage shall be made without a two-thirds vote of the Association supporting the change.~~
8. **Additional Options:** In addition, any employee may participate in any other approved voluntary programs, provided, all premiums will be paid from payroll deductions by the employee and are approved by SEBB. ~~Such premiums/deductions will not be included in any pooling calculations.~~
9. **Deductions:** Upon receipt of written authorization from each employee, the District agrees to deduct from the salary of its employees, premiums for those insurance and annuity programs pursuant to RCW 28A.405.400. The sums that are deducted as premiums for such insurance and annuity programs will be forwarded in accordance with the written authorization.
- ~~10. **Employees on Leave or RIFed:** An employee who is on District approved leave or has been laid off by District action, and is in the reemployment pool, shall be eligible to participate at their own expense in the health insurance program, if the employee so desires.~~

Appendix C: Salary Schedule

7.29.21 Association Maintains their original salary proposal as we need to be competitive with our neighboring districts. We are amenable to a multi-year contract but not at IPD+1 in year 1 and IPD only in subsequent years.

Proposed Salary Schedule Increase for 2021-22 is 7% (2% IPD + 5.0%)

7-29-21 ~~See District proposal 7-23-21~~

Year 1- IPD plus 1

Year 2- IPD

Year 3- IPD

Years of Service	2021-22 Oroville EA Salary Schedule							MA+90 or Ph.D.
	BA	BA+15	BA+30	BA+45	BA+90	MA	MA+45	
0	\$ 48,202	\$ 49,504	\$ 50,852	\$ 52,205	\$ 56,543	\$ 57,791	\$ 62,128	\$ 64,925
1	\$ 48,851	\$ 50,170	\$ 51,537	\$ 52,948	\$ 57,332	\$ 58,433	\$ 62,816	\$ 65,594
2	\$ 49,469	\$ 50,801	\$ 52,182	\$ 53,702	\$ 58,073	\$ 59,079	\$ 63,449	\$ 66,258
3	\$ 50,106	\$ 51,451	\$ 52,847	\$ 54,415	\$ 58,777	\$ 59,692	\$ 64,051	\$ 66,929
4	\$ 50,730	\$ 52,135	\$ 53,539	\$ 55,163	\$ 59,550	\$ 60,335	\$ 64,723	\$ 67,621
5	\$ 51,376	\$ 52,787	\$ 54,206	\$ 55,919	\$ 60,290	\$ 60,989	\$ 65,362	\$ 68,316
6	\$ 52,040	\$ 53,421	\$ 54,886	\$ 56,684	\$ 61,035	\$ 61,658	\$ 66,009	\$ 68,978
7	\$ 53,205	\$ 54,606	\$ 56,092	\$ 57,988	\$ 62,403	\$ 62,912	\$ 67,326	\$ 70,379
8	\$ 54,912	\$ 56,389	\$ 57,909	\$ 59,963	\$ 64,437	\$ 64,885	\$ 69,362	\$ 72,524
9		\$ 58,235	\$ 59,831	\$ 61,958	\$ 66,537	\$ 66,879	\$ 71,462	\$ 74,733
10			\$ 61,775	\$ 64,057	\$ 68,696	\$ 68,979	\$ 73,621	\$ 77,001
11				\$ 66,216	\$ 70,957	\$ 71,139	\$ 75,882	\$ 79,328
12				\$ 68,306	\$ 73,278	\$ 73,383	\$ 78,201	\$ 81,754
13					\$ 75,657	\$ 75,706	\$ 80,579	\$ 84,236

14	\$ 78,046	\$ 78,098	\$ 83,125	\$ 86,815
15	\$ 80,076	\$ 80,128	\$ 85,286	\$ 89,072
16 or More	\$ 81,678	\$ 81,730	\$ 86,991	\$ 90,852

APPENDIX D: Supplemental Contract Salary Schedule

Appendix D needs to be reviewed to see if there are positions that should be added or removed.

Appendix D supplemental contract amounts will be increased by 5.6% to stay current with the IPD increases from 2018-2021. In future years the schedule will be increased by IPD.

7-29-21 District agree to increase contingent on accepting our Supplemental Language

OROVILLE SCHOOL DISTRICT NO. 410 CERTIFICATED SUPPLEMENTAL CONTRACTS SALARY SCHEDULE POSITIONS INCLUDED IN TEACHERS' MASTER CONTRACT						
September 31, 2018 – August 31, 2020						
Years of Experience						
Name of Activity	0	1	2	3	4	5
MUSIC/BAND/CHORUS	\$6,971	\$7,065	\$7,155	\$7,247	\$7,337	\$7,431
ANNUAL	\$1,787	\$1,811	\$1,834	\$1,859	\$1,882	\$1,906
H.S. KNOWLEDGE BOWL	\$1,787	\$1,811	\$1,834	\$1,859	\$1,882	\$1,906
JR. HIGH KNOWLEDGE BOWL	\$1,430	\$1,449	\$1,468	\$1,487	\$1,505	\$1,525
JR. HIGH HONOR SOCIETY	\$715	\$725	\$734	\$743	\$753	\$762
H.S. HONOR SOCIETY	\$715	\$725	\$734	\$743	\$753	\$762
6TH GRADE CAMP DIRECTOR	\$2,860	\$2,898	\$2,935	\$2,973	\$3,010	\$3,048
ASST. 6TH GRADE CAMP DIR.	\$1,430	\$1,449	\$1,468	\$1,487	\$1,505	\$1,525
7-8 ASB ADVISOR	\$894	\$906	\$918	\$929	\$941	\$952
SENIOR PROJECTS COORDINATOR	\$1,430	\$1,449	\$1,468	\$1,487	\$1,505	\$1,525
DRAMATICS	\$1,430	\$1,449	\$1,468	\$1,487	\$1,505	\$1,525
READING COACH	\$3,932	\$3,986	\$4,036	\$4,088	\$4,139	\$4,192
HEAD GRADE LEVEL ADVISOR	\$894	\$906	\$918	\$929	\$941	\$952
TEACHER BEFORE & AFTER						
CONTRACT DAY/HRLY RATE: (.001 of Base Salary)						