

6.4.2024 McEA/MSD Bargaining Summary

Links to Proposals

MSD Proposals	McEA Proposals
MSD Initial Proposal - 4/1/24	McEA Initial Proposal - 4/1/24
MSD Counter Proposals - 4/12/24	McEA Counter Proposals - 4/12/24
MSD Counter Proposals - 4/30/24	McEA Counter Proposals - 4/30/24
MSD Full Package Proposal - 5/7/24	McEA Full Package Proposal - 5/7/24
MSD 5/7/24 Package Options - 5/21/24	McEA Language Options - 5/21/24
MSD Counter Proposals - 6/4/24	McEA Counter Proposals - 6/4/24

Links to Presentation Materials

Presentation Name	Date	Presented By
Initial Proposals Cost Comparison	4/12/24	MSD
Compensation Presentation	4/30/24	McEA
Unappropriated Ending Fund Balance Comparison	5/7/24	MSD
Bargaining Presentation Board Work Session on 5/20/24	5/21/24	MSD
McEA Salary Schedule Idea	6/4/24	McEA
MSD Salary Schedule Cost Comparison	6/4/24	MSD

Bargaining Session Recordings

Date	Date
4/1/24 Recording	5/7/24 Recording
4/12/24 Recording	5/21/24 Recording
4/30/24 Recording	6/4/24 Recording

Summary of Changes by Article

Article	McEA status	MSD Status	Notes
1: Agreements and Recognition	<p>Language added to abridge the 30 day posting timeline with agreement between Association President & HR Director</p> <p>2 Year Contract</p>	<p>Language to clarify that contractor positions will not extend into next academic year without recruiting for an MSD employee to fulfill the role.</p> <p>3 year Contract</p> <p>The Director of Student Services will contact McEA President and allow for discussion prior to engaging with a contractor. List of contractors will be shared with McEA at monthly meetings with MSD.</p>	McEA & MSD presented language proposals to this article on 6/4/2024
2: District Rights	No Changes Proposed	No Changes Proposed	TA'd on 4/12/24
3: Rights of Professional Educators	Language to include gender "expression" under non-discrimination	No Changes Proposed	<p>McEA presented a counter proposal on 4/30/2024</p> <p>MSD Accepted the Counter proposal</p> <p>TA'd on 4/30/2024</p>
4: Association Rights	<p>Increase their dedicated time at building staff meetings from 5 minutes to 10 minutes.</p> <p>District pay for the cost of release time for the Association President of .5 FTE (currently McEA pays)</p>	<p>No Changes Proposed</p> <p>MSD Proposed McEA pay the cost of a substitute for the president's time.</p>	Ready to TA

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	District pay the fixed costs of subs while McEA members are using association leave		

<p>5: Work Year</p>	<p>Proposed: Teacher contract year be 192 days (up from 190), removing the SIA funding requirement.</p> <p>A change in paid holidays from President's Day to Martin Luther King Day.</p> <p>4 classroom preparation days prior to the start of school beginning in 2025-26 SY</p> <p>The first day after Winter Break and Spring Break be non student days for educators to prepare for the return of students to school.</p> <p>An increase from $\frac{3}{4}$ grading day to a full grading day at the end of each quarter, eliminating professional development time on these days.</p> <p>Parent conference days be scheduled to provide a half day for students and half day prep for educators prior to evening conferences.</p> <p>With the exception of new teacher orientation and mentoring sessions, all other work outside of the contract year be voluntary.</p> <p>New professional educators participate in two hour one on one mentoring sessions each month (paid at curriculum rate)</p>	<p>Proposed: Calendar committee will convene 60 days prior to board submission, The Association will appoint 3 members to calendar committee</p> <p>New educators will be paid up to 11.25 hours at curriculum rate for attendance at new employee orientation</p> <p>Professional educators & licensed specialists with case management duties can use conference days to perform case management duties and shall be available to conference with parents when requested</p> <p>MSD Presented an updated version in the MSD 5/7 package proposal indicating the calendar cmte will look at changes to the PD day calendar starting with the 25/26 school year.</p> <p>MSD agreed to change Martin Luther King Day to a Holiday and remove President's Day as a holiday.</p> <p>MSD agreed to Evening conferences being scheduled as a $\frac{1}{2}$ day of school for students followed by a $\frac{1}{2}$ day uninterrupted educator prep time.</p>	<p>McEA & MSD presented language proposals to this article on 6/4/2024</p>
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	<p>End of 4th Quarter - ½ day student day ½ day grading day. Following day will be grading day and check out day (educator directed)</p>	<p>2.5 Classroom preparation days at start of year, of those one-half day district and/or building level meeting time.</p> <p>At end of 4th quarter half day early release for students followed by half day grading day for educators. The following day consists of half day check out day for educators</p>	
<p>6: Work Day</p>	<p>Adding language to identify comp time as hour-by-hour time.</p> <p>Removing the language requiring staff to attend back to school nights, graduation, winter programs</p> <p>Paying part-time educators at their regular rate of pay when subbing instead of the substitute rate of pay.</p> <p>Increasing student achievement days from one (1) per year to one (1) per quarter.</p> <p>When educators miss prep time due to Field trips or other off site experience they may submit a timesheet to be compensated for their work.</p>	<p>Work Group included reps from both groups worked on following language:</p> <p>Full day field trip out of building, educators may be expected to supervise students during their lunch period. For partial day field trips, the building administrator shall make a good faith effort to provide 30 minutes of duty free lunch.</p> <p>Planning time at Secondary one regular scheduled period based on that days bell schedule (no more than 40 minutes every other day may be used for supervisory duties)</p> <p>14 to 18 times a year embedded staff development (ESD) sessions may be</p>	<p>McEA & MSD presented language proposals to this article on 6/4/2024</p>

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		<p>scheduled during educator contract time.</p> <p>High school level educator received student achievement time during final exam building schedule</p> <p>Planning time Elementary - 315 minutes per week, 180 of those minutes will be provided in 30 minute blocks. At least 135 minutes shall be scheduled outside student instructional time in a minimum of 45 minute blocks.</p> <p>School weeks with only 4 student contact days may have 1 administrator scheduled meeting. School weeks with fewer than 4 will have no administrator scheduled meetings.</p>	
<p>7: Assignments/ Transfers</p>	<p>Reassignment assistance be paid at the per diem rate or release time from duties (or combination thereof)</p> <p>All staff notified about open positions in a weekly newsletter.</p> <p>Staff who leave and return within two years not be required to attend new employee orientation</p>	<p>Job Share language from MOU included in this Article</p>	<p>McEA & MSD presented language proposals to this article on 6/4/2024</p>

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8: Reduction in Force	<p>Competency based on last 5 years as per ORS changed in the 5/7 McEA Package Proposal</p> <p>Email for recall followed by mailing a letter.</p> <p>Change response time from 15 days to 21 days.</p>	<p>Language adding the state-required cultural or linguistic expertise to considerations for Reduction in Force</p> <p>Competency based on last 5 years as per ORS changed in the 5/7 MSD Package Proposal.</p> <p>Will notify staff of recall opportunities by using a personal email address followed by mailing a certified letter to a physical address.</p>	<p>McEA & MSD presented language proposals to this article on 6/4/2024</p>
9: Leaves with Pay	<p>MSD pay the employee portion of the payroll tax for Oregon Paid Leave.</p> <p>Flex Leave payout at Substitute rate or ability to roll up to 3 days of flex leave to next year.</p> <p>3 days of Bereavement Leave for family member as defined by OFLA/FMLA</p>	<p>Updated the definition of family members to include step-parent, step-sibling and other step-family relationships for sick bank usage</p> <p>Language indicating that it will comply with the requirements of Oregon Paid Leave.</p> <p>Educators not be allowed to take flex leave on inservice or parent conference days.</p> <p>Bereavement leave for family member as defined by OFLA/FMLA</p>	<p>McEA & MSD presented language proposals to this article on 6/4/2024</p>
10: Leaves without Pay	<p>Include "serving as OEA/NEA officer"</p>	<p>Language that would clarify unpaid leaves of absence are not approved to engage in other employment.</p>	<p>Article was TA'd on 4/30/2024</p>

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11: Compensation	<p>Presented Salary Schedule adjustment for year 1 with 0% COLA</p> <p>4.5% COLA in Year 2</p> <p>Beginning in 2025-26 SY Summer School Programing paid by stipend as determined by extra duty committee</p> <p>Eliminating the language requiring staff to turn in salary advancement notice by November 15th.</p> <p>The longevity bonus move from 1% to 2%. of MA Step 6. Longevity bonus not applied to 24-25 SY</p> <p>Curriculum rate paid at MA Step 6 hourly rate of pay</p> <p>Special Education staff who receive a stipend would still get paid additional pay at the per diem rate for any requirements beyond IEP scheduling, meetings and paperwork.</p> <p>Prep period buyout for one class period position only</p> <p>Educators who teach in an area that has a co-curricular extra duty contract would be paid the contract.</p>	<p>The following increases: 4% COLA Year 1 w/Salary Schedule index adjustment 3% COLA Year 2 2% COLA Year 3</p> <p>Language that Heritage Institute courses would not apply to salary advancement.</p> <p>Language for preparation buyout that incorporates the MOU currently in place with McEA.</p> <p>Longevity bonus 1% of MA Step 5, not applied to 2024-25 SY</p> <p>Curriculum Rate shall be paid at MA Step 5 hourly</p> <p>non special education professional responsibilities which require SPED Educators to work outside the regular workday, will be compensated in alignment with all other professional educators who are required to work outside their contract time.</p>	<p>McEA & MSD presented language proposals to this article on 6/4/2024</p>
12: Extra Duty Pay	<p>Language to engage in a full extra duty compensation study in the Fall of 2024.</p>	<p>Language to engage in a full extra duty compensation study in the Fall of 2024.</p>	<p>Ready to TA</p>

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	<p>If co-curricular extra duty position is filled, the educator performing roles will be entitled to extra duty position or they will not be required to perform the extra duties.</p>	<p>Language that would pay an extended season bonus to a coach for each round of playoffs they participate in instead of each week which is currently in language.</p>	
<p>13: Insurance</p>	<p>The following increases in District insurance contributions: \$1796 Year 1 \$1868 Year 2</p> <p>The 50% opt out and unused contribution split be changed to 75%</p>	<p>The following increases in District insurance contributions: \$1796 (+\$69) Year 1 \$1868 (+72) Year 2 \$1943 (+\$75) Year 3</p> <p>Adding an HSA option for McEA members</p>	<p>McEA & MSD presented language proposals to this article on 6/4/2024</p>
<p>14: Other Benefits</p>		<p>No changes</p>	<p>TA'd on 4/12/24</p>
<p>15: Retiree Return to Work</p>		<p>No changes</p>	<p>TA'd on 4/12/24</p>
<p>16: Working Conditions</p>	<p>Establish special population class size and caseload limits for workloads based on MSD established ratios for Special Education and English Learner</p> <p>Establish Class size and caseload limits for classrooms as follows: Kindergarten 18-22 Grades 1-3 = 22-27 Grades 4-5 = 24-29 Middle School = 25-29 High School = 27-30</p> <p>Special consideration for content areas such as PE, Performing Arts, Elective and Pathways.</p>	<p>Establish class size and caseload limits annually based on budgeted class size ratios and MSD established special education ratios</p> <p>If exceeds by 10% or more educator may bring concern to attention of supervisor if not satisfied with solution request review by District Class size/Caseload Committee</p> <p>District Class size/Caseload Committee will consist of Director of HR, Superintendent and one other person appointed</p>	<p>McEA & MSD presented language proposals to this article on 6/4/2024</p>

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	<p>Class sizes over 5% of ratios can bring concerns forward to Class Size/Caseload Committee</p> <p>Committee will be allocated a \$250,000 starting budget for remedies to workload overages</p>	<p>by the District, and 2 persons appointed by the Association.</p> <p>Committee will review and make recommendations for consideration and implementation. Committee will meet each Spring to review current caseload numbers and discuss planning for next year</p>	
<p>17: Professional Development</p>	<p>Tuition Reimbursement equivalent to the cost of 6 credits at PSU Graduate Credit Rate. Can accumulate up to 10 credits. May borrow up to 6 credits from next year.</p> <p>Instructional staff are allowed to choose a different PD option than what the district provides.</p> <p>The development of a Professional Development fund with a \$100,000 starting balance to be increased by COLA increase each year. This would be used for Workshops, professional study leaves, professional organization memberships, seminars or other programs or subjects.</p> <p>The creation of a \$2,000 Stipend per year for licensed staff who receive and maintain national board certification, and the granting of 2 professional</p>	<p>Tuition Reimbursement for 6 credits at one of colleges from established list of universities. Can accumulate up to 10 credits.</p> <p>Included National Certification and Stipend Language presented by McEA.</p>	<p>McEA & MSD presented language proposals to this article on 6/4/2024</p>

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	<p>development days per year to be used for activities related to the national certification process.</p> <p>5.7.24 package proposal decreased to 8 credit hours per year and accumulation of 12 credits</p>		
<p>18: Behavior Support Systems and Instruction</p>	<p>Changes to the behavior Support systems and instruction process; including timelines and support team members</p> <p>Changes to Instructional materials adoption and per diem pay for sub planing time when professional learning related to implementation of professional learning occurs on student contact day</p> <p>Adding language related to Academic Freedom and Protection from Censorship.</p> <p>Adding language regarding recordings and electronic devices in the classroom and intellectual property rights.</p>	<p>Changes to Article 18 Sections A-D to align with current practice in schools.</p> <p>A change to the grade appeal process in Section F</p> <p>MSD Presented an updated version of the MSD 5/7 package proposal.</p> <p>Discussion on McEA proposal language: "Section G - Instructional Materials Adoption" & "Section H - Academic Freedom and Protection from Censorship"</p>	<p>McEA presented package proposal with language for this article on 5.7.2024</p> <p>MSD presented package proposal with language for this article on 5.7.2024</p>
<p>19: Dues Deductions</p>	<p>No Changes to current contract language</p>	<p>No Changes to current contract language</p>	<p>Ready for TA</p>
<p>20: Grievance Procedure</p>	<p>4/1/24 No changes proposed</p>	<p>4/1/24 No changes</p>	<p>TA'd on 4/12/24</p>
<p>21: Evaluation</p>	<p>"Housekeeping" changes to align with current practice.</p>	<p>Changes to Article 21 to align with current practice.</p> <p>Minor language change: "Evaluation</p>	<p>McEA & MSD presented language proposals to this article on 6/4/2024</p>

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		Process/Requirements” vs “system”	
22: Supplemental Retirement Benefit	4/1/24 No changes	4/1/24 No changes	TA'd on 4/12/24
TBD: Complaint Procedure	No Changes	<p>New language for the process when a complaint is filed against an educator to more closely align with the process for all complaints against staff</p> <p>MSD Presented an updated version in the MSD 5/7 package proposal to reflect the sub cmte work.</p>	<p>On 4/30/2024 Breakout Session-Work group to discuss new article for Complaint Process - google doc was created to be worked on by members of the group for proposal at 5/7/2024 session.</p> <p>MSD Included language on this in the package proposal presented on 5.7.2024</p>