Representatives of the Baker 5J District (District) and the Baker Education Association (BEA) met on Tuesday May 16th at 5pm to further discuss the open articles of the July 2016 - June 2019 contract.

The District presented proposal #5:

Article XIV - Calendar and Workday:
Updated language in B. 1. To read: The length of a regular teacher work week shall average forty (40) hours a week. Previous proposals had included “shall not exceed forty hours”. The current calendar includes weeks with less than 40 hours and some weeks with more than 40 hours, but average 40 hours.

The District also provided a summary of how a task force could be used to recommend changes to the calendar in future years. The task force would include parents, staff, community members, principals, a board member and a district administrator. The task force could use a variety of resources to determine calendar changes that would help the district achieve its goals. Task force meetings would be open to the public and the task force would provide a recommendation to the board.

The District is committed to extending the number of days in the teacher contract in order to improve student access to teachers and teacher’s ability to plan, meet, and participate in professional development on a regular basis. Under the District proposed calendar, the teacher contract would remain with the same hours. Those hours would be spread out amongst the proposed 191 teacher days, but do not represent an increase in total teacher hours required. How each teacher day is used and how hours are spent each day would be best determined by administrators and staff based on the needs of their buildings and the District’s ability to coordinate and plan for changes. The District believes that a broad calendar article in the BEA contract will enable the District, teachers, administrators and staff to respond to the needs of students and educators by collaborating around data and resources to determine which calendar is best for today’s students.

The District has adopted a calendar for the 2017-2018 school year that maintains the current four day student week, with a variety of Friday staff days. Together, the Board, administrators, and staff will work to ensure that changes agreed to in contract negotiations regarding calendar will have minimal impact on students for the 2017-2018 school year.

Article XVII - Professional Development: No changes from Proposal 1, 2, 3 and 4 as the District made significant changes to this section during negotiations in 2016.

Article XXIII - Professional Compensation: No change from proposal #4.
Proposal #4 included a salary increase of 2% for the 2017-2018 school year, representing an estimated $267,500 increase from current personnel costs including anticipated step (3%) and column increases (4%), and an additional increase of 1% for the 2018-2019 school year, representing an estimated $192,400 increase, including anticipated step (3%) and column increases (4%) compared to the 2018-19 school year. The District would like to be competitive in the market, but budget, PERS, and other resource constraints will require a conservative sustainable approach.

Salary increases not only increase salaries, but also increase other related employer paid personnel costs like FUTA (Federal Unemployment Tax), Medicare/Medicaid and Social Security taxes. The highest percentage of BEA employees are at the highest of end of the pay scale (Step 16). Any increases to the salary table could have significant financial impact on the District.

Article XXIV - Fringe Benefits: No financial changes from Proposal 1, 2, 3 & 4. The District’s proposed increases of $25 for 2017-2018 and another $25 for 2018-2019 will cost an additional $34,200 for 2017-2018 and approximately the same for 2018-2019 assuming the same number of employees.

Proposal #5 included correcting the acronym for Health Savings Account (HSA).
DISTRICT PROPOSAL #4
May 16, 2017

Article XIV – Calendar and Workday – Changed language in B. 1. to read: The length of a regular teacher workweek shall average forty (40) hours a week. Instead of: shall not exceed forty (40) hours.

Article XVII – Profession Development – Leave language “as is” in the current contract for the 2017-18 and 2018-19 school year.

Article XXIII – Professional Compensation – No change to Appendix A.

Article XXIV – Fringe Benefits – Corrected language HAS to HSA. No change to benefit amount.
ARTICLE XIV – CALENDAR AND WORK YEAR

A. CALENDAR

1. The teacher work year, to be assigned by the district, shall not exceed one hundred ninety-one (191) contract days. These contract days shall include the following paid holidays: Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King, Jr. Day, Presidents’ Day, and Memorial Day.

2. There shall be a maximum of one hundred eighty (180) classroom student contact days.

3. The calendar will include:

   a. Two (2) preparation days prior to the beginning of the school year.
   b. Two (2) inservice days.
   c. A full grading day scheduled the first working day after the end of the second and fourth quarters for a total of two (2) days.
   d. A half grading day scheduled the first working day after the end of the first and third quarters for a total of three (3) days.
   e. Three (3) parent-teacher conference days.
   f. Statewide Inservice Day is a non-contract day.

4. The proposed calendar shall be referred to the Association for its review and advisory recommendations prior to adoption by the Board.

5. If schools are closed because of inclement weather or other, teachers shall not be required to report to work and will suffer no loss of pay or benefits. The District has the option to have lost hours made up with no additional compensation to teachers. In the case of a short-term emergency, less than one full day, teachers must be present whenever students remain to be supervised. If students cannot be released or transported off campus, employees will remain on site in order to supervise students.

B. WORK HOURS

1. The length of a regular teacher workweek shall not exceed average forty (40) hours. The workday shall include at least thirty (30) minutes of duty-free lunch time. On Fridays and on days before paid holidays, the employee's day shall end one half hour early.

2. Preparation Time

   a. Secondary level: Teachers shall have on instructional period per day for their preparation time.
   b. Elementary level: Teachers shall have no less than three hundred sixty (360) minutes of preparation time per week. Teachers will receive a minimum of one hundred twenty (120) minutes of preparation per week during the days students are present.
   c. Haines and Keating teachers will work with their administrator to schedule comparable amount of preparation time.
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<th>BA +45</th>
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Appendix A
Baker School District 5J
Certified Salary Schedule
2018-2019

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<th>BA +60 D4</th>
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ARTICLE XXIV
FRINGE BENEFITS

The District shall pay the following contribution towards insurance premiums for the school year of 2017-2018 $1,050 per month and for the school year 2018-2019 $1,075. The Association will be responsible for selection of the medical insurance plans for members of the bargaining unit and the District will be responsible for selection of all other plans including dental, vision and life.

For employees who select OEBB’s high deductible, low cost plan that requires a Health Savings Account (HSA) contribution the District shall contribute the difference between the District’s contribution cap and the premium cost of the employee’s HSA account.

Employees may also make pre-tax contributions to their HSA up to the maximum allowed by federal law.

Qualified individuals shall be those whose contract is half-time or more.

A separate prorated fringe benefit program shall be available for those employees not eligible for the full fringe benefit program. Those prorated benefits shall be the same percentage ration as their respective contracts.

A. The District will pay insurance premiums, up to the capped amount, for Medical, Dental, Vision, Life Insurance, and Agent Fees.

B. The District shall carry employee liability insurance which protects the members of the bargaining unit. Such insurance shall have a two million dollars ($2,000,000) limit and shall protect the employees in the conduct of their employment-related duties so long as acting in a prudent manner.

C. Employees, newly hired by the Board, shall be eligible for Board-contributed insurance premiums, per acceptance of written application by the insurance carrier, on the first day of the month following the date of hire.

D. Proration

1. Qualified individuals shall remain as those members of the bargaining unit that work at least .5 (half time) based upon 20 hours per week of work. Any members working less than .5 shall not be entitled to such fringe benefits.

2. Fringe benefits for those employees working at least .5 but less than full time shall be prorated as follows:
   a. FTE .5 receives .5 fringe benefits
   b. FTE .6 receives .6 fringe benefits
   c. FTE .7 receives .7 fringe benefits
   d. FTE .8 receives .8 fringe benefits
   e. FTE .9 receives .9 fringe benefits
   f. FTE calculations shall be rounded to the nearest 1/10th.

3. Any hours worked beyond the base teaching contract (example - extra duty contract) shall not increase the base percentage worked for the member.

E. Opt Out. An employee who maintains coverage under an employer-sponsored group medical benefit plan, may opt out of coverage and choose one or both of the following options.
Baker School District
School Calendar - Task Force

Charge:
To review Baker School District’s 4-day school week and provide recommendations to the School Board regarding changes, if any, to future calendars.

Composition of the Task Force:
The Task Force will include parents, staff, community members, principals, and a district administrator. A board member will act as a liaison and the Superintendent’s office will staff the committee.

Resources:
The Task Force will have the opportunity to review and discuss the following as they relate to the school calendar (listed in no particular order).
- Research based best practices
- Historical review of how the current calendar for Baker came to be and the pros/cons
- Student achievement data
- How school calendars work in other Oregon districts
- Collective Bargaining Agreements
- Oregon law regarding instructional hours
- Operating costs for the District

Consensus Process:
The Task Force will operate using a consensus model, where members collaboratively develop and agree to support recommendations that are in the best interest of the District and broader community. Consensus in not always 100% agreement. Reaching consensus is a cooperative process were each individual has the opportunity to voice their preferences, thoughts, and opinions in the development of recommendations that can be supported, even if the individual may have made a different decision.

Facilitation:
The work of the Task Force will be facilitated by a third party

Public Meetings:
Recommendations of the Task Force will be presented to the School Board therefore, all meetings of the Task Force will be open to the public as per Oregon Public Meeting Law.

Timeline:
The number of meetings will be determined by the Task Force with the understanding that the estimated timeline for recommendations to be presented to the School Board will be at the February/March board meeting.
Baker Education Association  
Proposal #5  
Tuesday, May 16, 2017

Article XIV: Calendar and Workday

The BEA’s proposes to maintain the 174-day contract, as is, with the addition of Enhanced Friday Language and flexibility for building principals on Work Fridays. The current 174 contract day calendar is the calendar that a significant portion of the community and majority of teachers have been supportive in maintaining. This option allows parents the choice to participate in programs specially designed for students by community partners. Enrichment opportunities provided by these community partners have proven to be priceless. Also, it allows families to take advantage of Enhanced Friday opportunities. Opportunities for Enhanced Fridays have increased over the last year, which is evident by the increased frequency of offerings. We believe this calendar provides robust opportunities to meet families needs, while meeting the District’s goal of creating more opportunities for students throughout the school year.

Currently the Enhanced Friday Opportunity Language is part of the 2016-2017 contract, because of a MOU (Memorandum of Understanding) between the District and the BEA. Work Friday language is part of the current contract, but the BEA proposes the following changes.

The Enhanced Friday Opportunities Language is attached that the BEA would like to have added to the current contract.

Vii. Open Day—shall be defined as a non-mandatory work day
   a. Teachers may propose Enhanced Friday Opportunities on Open Fridays and will be compensated under the following expectations
      i. The rate for work on Enhanced Friday Opportunities will be set at $25.00 per hour
      ii. Teachers who volunteer for Enhanced Friday Opportunities may request for up to one hour of preparation time for every three (3) hours of direct instruction
      iii. The maximum compensation for a single day will be $200.00
      iv. Providing instruction for Enhanced Friday Opportunities will be voluntary
      v. Enhanced Friday Opportunities must be outside of normal extensions of the classroom
      vi. Enhanced Friday Opportunities must be outside of stipend contracts that BEA members are employed to perform
      vii. Enhanced Friday Opportunities will be developed by the volunteer instructor with input from their principal. Once an Enhanced Friday Opportunity is developed, the idea will be written on the Enhanced Opportunities form. If the principal is in favor of the opportunity, they will sign the Enhanced Friday Opportunities form and submit it to the Superintendent.
      viii. The Enhanced Friday Opportunity will be advertised and if the minimum students impacted are signed up, then the opportunity will proceed
The flexibility of the proposed Work Friday language allows the administration at buildings to determine and meet the needs of staff within their buildings. The Work Friday language is attached that the BEA would like to see changed and added to the current contract.

A. Work Friday – shall be defined as an eight (8) hour day and include a thirty (30) minute duty free lunch with the Work Friday schedule follows:
   1. Every Work Friday will include a minimum of two (2) consecutive hours of preparation time with the hours determined by the building administration and the time controlled by the teacher
   2. The District will control the remaining hours

The BEA is not opposed to adding days to the current calendar. The BEA would like to maintain a four-day student week. If the District/Board would like to add days, to the current contract calendar of 174 days, then staff will be compensated at a per diem rate for each day added. Any days added will be added at the time the calendar is created, will have a day designation (student day, inservice day, etc.) and will follow the guidelines for such days (hours, start time, end time, etc.).

**Article XVII-Professional Development**

The BEA felt it was important to recognize the efforts that the Baker School District is making to empower their administration at the building level. According to the District/School Board, building principals will be allotted money that is designated for Professional Development. Building staff will have the opportunity to attend conferences or other professional development if approved by the building principal. BEA appreciated the District level administration relinquishing control, so that building principals can meet the needs of their staff. Therefore, BEA accepts the current contract language regarding Professional Development.

**Article XXII-Professional Compensation**

The BEA presented a moderate 3% salary increase for the 2017-2018 and an additional 3% salary increase for the 2018-2019 school year. We believe that this modest request is in sync with the District/Board's goal of hiring new talent and creating a stability within the current staff. A fair, professional wage will result in less teacher turnover and increased academic stability as staff remain with the Baker School District.

This is an example of how a beginning teacher will benefit from this modest 3% increase. A beginning teacher, with a Bachelor's Degree and no experience, would make an additional $79.79 each month, before taxes, on a 12-month salary schedule.

The BEA is not opposed to adding days to the current calendar. The BEA would like to maintain a four-day student week. If the District/Board would like to add days, to the current contract calendar of 174 days, then staff will be compensated at a per diem rate for each day added.
Article XXIV-Fringe Benefits

The BEA has reduced their original proposal from an increase of $75 in benefits for the 2017-2018 school year, to $50 for the 2017-2018 school year. For the 2018-2019 school year, we have reduced our original proposal from $50 to $25 in a benefit increase.

Under our current contract teachers have a $1,025.00 benefit package. This is below the Eastern Oregon average benefit package of $1,191.00.

The current BEA proposal will increase the benefit package from $1,025.00 to $1,075.00 for the 2017-2018 school year and increase from $1,075.00 to $1,100.00 for the 2018-2019 school year. This is $91.00 lower than the current Eastern Oregon average.