

## HEA Negotiations – Tentative Agreement Summary – February 12, 2019

Current Article # / Title	New Article #	Summary of Language Change
1 - Recognition	1	CCL
2 - Management Rights	2	CCL
3 - Member Rights and Responsibilities	3	Just Cause and Due Process and Complaint Procedure clarified - both are laid out more clearly and follow best practice for members.
14 – Association Rights	4	<ul style="list-style-type: none"> <li>• Codified practice of union meeting with new hires at their orientation and increased duration to 60 minutes from 45;</li> <li>• Guaranteed Association right to 10 min. at Fall kickoff when all licensed staff are gathered;</li> <li>• Added Academic Seminar to list of meetings where Association has the guaranteed opportunity to speak.</li> <li>• Added language to reflect current Human Resources meeting practice and to create new practice for formalized HEA input into Professional Development (PD) and instructional decisions coming from the Office of School Performance and HSD strategic planning.</li> </ul>
4 - Member Work Year/Work Day	5	<ul style="list-style-type: none"> <li>• No meeting week last week of each quarter ( no mandatory mtgs)</li> <li>• Split teachers will receive additional supports including additional time, extended contract, and classified support;</li> <li>• Limits principal directed Academic Seminars to 1 hour in length;</li> <li>• Increased elementary prep time to 400 minutes; clarified preps and specials language.</li> </ul>
New Article X- Workload	6	<ul style="list-style-type: none"> <li>• Added language to reference “caseloads” in current class size general language;</li> <li>• Added language that HSD will consider number of students and severity of caseload to “ensure that student needs can be met.”</li> <li>• Added language to support general education teachers with more than four (4) IEP meetings in a month;</li> <li>• Teachers assigned as side-by-side Dual Language Program teachers will receive additional time (sub or extended contract) due to extra time requirements for extra parents/conferences;</li> <li>• Beginning in 19-20, specialists’ schedules will reflect no more than three consecutive sections without a break of at least five minutes.</li> </ul>

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Article 17 – Working Conditions	<b>7</b>	<ul style="list-style-type: none"> <li>• Clarified the process for communication and responsibilities for Disruptive Student Behavior and for threatening student behavior;</li> <li>• Added language that specifies admin presence/support when threatening student behavior/incidents occur;</li> <li>• Clarified responsibility of members and admin to observe the provisions of the building discipline plan;</li> <li>• Assured all licensed staff have the opportunity to suggest revisions;</li> <li>• Implementation timelines improved and clarified;</li> <li>• Required protocol for coverage when admin not present in building;</li> <li>• Added additional specificity about what needs to be included in a building discipline plan;</li> <li>• Added language codifying legal requirement for certain safety trainings;</li> <li>• Increased yearly amount from \$75 to \$100 for supplies for elementary licensed staff.</li> </ul>
5- Member Absences	<b>8</b>	<ul style="list-style-type: none"> <li>• Added language to describe obligation to of district to post for a substitute in most absence situations;</li> <li>• Clarified Emergency Closure language related to specific/single building closures;</li> <li>• Added language about protocol for return of sick or personal days scheduled for an Emergency Closure day (usually snow day);</li> <li>• Counselors will be compensated at the teaching rate when asked to substitute for an absent member for 30 minutes or more.</li> </ul>
6 - Evaluation	<b>9</b>	<ul style="list-style-type: none"> <li>• Probationary members' formal evaluation dates adjusted to reflect current practice;</li> <li>• Added language for mutual date/time agreement between member and building administrator for formal evaluations;</li> <li>• Codified law that yearly professional development and student growth goals originate with the educator;</li> <li>• Added evaluator notes shared within a reasonable period, up to five work days.</li> </ul>

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7 - Educational Program Improvement and Professional Development	10	<ul style="list-style-type: none"> <li>• Gained ability for Speech Language Pathologists and School Psychologists to access their annual Tuition Reimbursement allotment for professional conferences, and allows up to \$600 of that same allotment for any licensed staff person in the furthest salary schedule column (VI);</li> <li>• Added language that if District requires attendance at a conference, all costs are paid by HSD and not charged against member's Tuition Reimbursement allotment;</li> <li>• Clarified Equivalency Credit language related to level of courses and to codify practice of allowing spanish language and relevant technology courses to count.</li> </ul>
8 - Leaves	11	<ul style="list-style-type: none"> <li>• Added language to allow use of eight (8) sick leave hours in 2018-19, and sixteen (16) hours beginning in 2019-20, per year for personal reasons (no explanations required or expected) – not eligible for accumulation as personal leave beyond each year and can be used before “regular” personal leave is exhausted; no more than 4 consecutive days may be taken at one time for personal leave combining both “categories”;</li> <li>• Modified sick leave language to conform to new sick time law - expands rights;</li> <li>• Added language to allow members to take 1 bereavement day per year for death of a family member not included in current contractual definition of “immediate family”;</li> <li>• Increased number of allowable Association Leave days to conduct Association business (paid by Association);</li> <li>• Holding Sabbatical language in contract “in abeyance” for life of contract due to budget issues;</li> <li>• Small number of reformatting changes to help with clarity.</li> </ul>
9 - Vacancies and Transfers	12	<ul style="list-style-type: none"> <li>• Moved deadlines for transfer requests and job positings “forward” by one month: from Feb 1 to Mar 1, and from Apr 1 to May 1, respectively, thereby requiring District to consider members with a pending transfer request before filling positions open after May 1</li> <li>• Clarified process for requesting in-building transfer at the elementary level;</li> <li>• Gained access to PD for members who are transferred into new grade level, school-wide program, area of endorsement or building by request;</li> <li>• Gained guarantee that involuntary transfers into new building or assignment receive at least 1 day of extended contract or sub time.</li> </ul>
10 - Reduction in Force	13	CCL

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11 - Grievance Procedure	<b>14</b>	Added language that if a member chooses to represent themselves, the District will notify the Association.
12 - Salary	<b>15</b>	<p>2018-19 = 2%, plus \$500 payment for licensed staff who are not eligible for step and who have been with HSD for 10 years, retroactive to July 1, 2018</p> <p>2019-20 = 2.5%, plus \$500 payment for licensed staff who are not eligible for step and who have been with HSD for 10 years</p> <p>2020-21 = 2.5/3%, paid as 2.75% but ending year with 3% on the schedule, plus \$500 payment for licensed staff who are not eligible for step, who have been with HSD for 10 years, and who announce their retirement before March 1, 2021</p> <p>Codified practice of payday periods for Extra Duty</p>
13 - Employee Benefits	<b>16</b>	<p>2018-19 = District cap increase of \$25 – will go into Insurance pool to stabilize it for future increases;</p> <p>2019-20 = District cap increase of \$25 = \$1,200 per month per .8-1.0 member;</p> <p>2020-21 = District cap increase of \$50 = \$1,250 per month per .8-1.0 member.</p> <ul style="list-style-type: none"> <li>• Cleaned up Health Reimbursement Arrangement (HRA) language - made current;</li> <li>• Deadline for opting out is September payroll cutoff date;</li> <li>• Moved “Automatic Payroll Deduction” language to Article 15 - cleaned up to reflect new law.</li> </ul>
14 - Association Rights	<b>4</b>	<i>See above, all article changes in chronological order</i>
15 - Dues and Payroll Deductions	<b>17</b>	Updated language to reflect new law post Supreme Court <i>Janus v. AFSCME</i> decision
16 - Peaceful Resolution of Differences	<b>18</b>	CCL
17 - Working Conditions	<b>7</b>	<i>See above, all article changes in chronological order</i>
18 - Miscellaneous	<b>19</b>	Removed language requiring bargaining “clock” to begin on December 1.

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Provisions		
19 - Extra Duty	<b>20</b>	<ul style="list-style-type: none"> <li>• Changed point system to straight dollar amounts for clarity and accessibility</li> <li>• Added stipend for Speech Language Pathologists for their additional meetings and paperwork as Case Managers, commensurate with Special Ed “Resource Specialists”;</li> <li>• Added stipend for School Psychologists to be commensurate with “cross building” Coordinator Roles;</li> <li>• Added stipend for bilingual Dual Language Program teachers for their translation and curriculum development work;</li> <li>• Increased stipends for certain sports/coaches to comply with Title IX;</li> <li>• Improved language related to extended season for activities to be equal to athletics;</li> <li>• Increased frequency with which Athletic Director stipend is paid - to reflect the number of seasons in which they work. In 19-20 they will get two of their stipends to cover two seasons of work, in 20-21 they will get three of their stipends to reflect their year-round work / all three seasons.</li> </ul>
Housekeeping		<p>Changed “member” to “unit member” in many places; renumbered all articles to make room for new “Workload Article” and also to put them in logical order (i.e. Association Rights comes right after Member Rights)</p>
Non-contractual Agreements		<ul style="list-style-type: none"> <li>• The 400 elementary prep minutes are not considered retroactive for 2018-19;</li> <li>• HSD is committed to prioritizing lower caseloads for counselors and lower class sizes for primary grades as the first step when/if additional funding is secured for k-12 Oregon public schools;</li> <li>• HEA is committed to working with HSD on secondary scheduling and is open to discuss more than a one-year commitment across schools for a contract waiver related to contact minutes for such purpose;</li> <li>• Personal leave days cannot be retroactively switched for the “sick leave personal day” allowed for 2018-19;</li> <li>• Beginning in 2019-20, HSD will attempt to give all specialists a prep during the student day. In the unusual case where that cannot occur (currently 2/3 bldgs) – HSD will ensure that those members have the equivalent in breaks (two 15-min breaks during student day, in addition to the recess/break).</li> </ul>

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