

HEA Negotiations – Tentative Agreement Summary – May 3, 2022

Current Article # / Title	Summary of Language Change
1 - Recognition	<ul style="list-style-type: none"> ● Added language making long term sub positions of more than 60 days a temporary employee after the 20th student contact day in that position. ● Positions known to be a full year will be temporary positions.
2 - Management Rights	CCL
3 - Member Rights and Responsibilities	<ul style="list-style-type: none"> ● Changed ‘Sensitivity to’ community values to ‘Awareness of’ ● Grade changes to be communicated via email rather than certified mail ● Codified practice of members being notified before having to attend a due process meeting ● Added a pre-termination hearing before any recommendation of termination is presented to the school board ● Members may have union representation in any meeting investigating a complaint and will know the name of the complainant
4 - Association Rights	<ul style="list-style-type: none"> ● HEA will be notified in advance of proposed board policy changes ● Board policies will be accessible in the District website; HEA notified of additions & deletions ● HEA will meet annually to discuss allocation of funds ● HEA will be notified of any new job position and be provided with the job description ● Employees who resign will be offered an exit interview; HEA will be provided a list of resignees ● HSD will attempt to avoid scheduling district meeting during the monthly HEA rep council meeting
5 - Member Work Year/Work Day	<ul style="list-style-type: none"> ● Academic seminar calendar will be posted on the district website ● Added TOSA’s and school psychologists to the list of those who can arrange to work days in the summer instead of school year or be paid per diem for additional days in summer ● Job share and part-time teachers will have their time pro-rated for the 1.5 teacher days at the beginning and end of the school year. ● Secondary EL teachers with case management responsibilities get a case management prep period ● Secondary teachers required to co-teach will have a common planning period ● The half day per week that Elementary resource Specialists, EL and SLP’s with case management duties get will be IN ADDITION TO the guaranteed elementary prep time. ● Require notification 30 days prior (from 45) to any date change of required evening activities; clarified this also meant cancellation. ● Changed the notification of assignment date from June 30th to June 15th ● Gave all members access to 12 hours of extended contract for assessment and standard implementation; previously elementary only got eight. ● Deadline for a draft of secondary master schedules set for June 30.

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6 - Workload	<ul style="list-style-type: none"> ● Created a joint Student Services Workload committee that meets monthly to review caseloads and address workload needs and solutions. ● Building admin will consider number of preps, overall student contact load, and past experience when making assignments ● Codified the practice of teachers that need extra conference time due to large class size working with admin to find solutions ● Dual Language teachers will receive 4 hours of support for District required assessments; changed from self-contained Dual Language teachers who perform reading assessments in two languages.
Article 7 – Safety and student Discipline	<ul style="list-style-type: none"> ● Added reference to tier one interventions to the site based behavior plans and language stating that it works in collaboration with student support plans ● Upon request, HEA will get a copy of each building's discipline plan before the first student day of the school year ● Student support documents (504's, IEP's, Behavior Plans, etc.) will be made available to teachers within 10 days (down from 30) from the time the District receives the information. ● Changed 'shall' to 'may' in reference to unit members sending out disruptive students
8 - Member Absences	<ul style="list-style-type: none"> ● Added EL and Resource Specialists to the list of those that would be compensated when asked to substitute ● Coaches, TOSAs and other licensed staff not on that list will be paid for any work their supervisor requires them to make up when asked to substitute
9 - Evaluation	<ul style="list-style-type: none"> ● HSD will provide optional professional development relevant to the evaluation, and new hires will have introductory training in their pre-service ● Clarified language around observation and evaluation for probationary members ● If an 'on-cycle' member works less than 135 days due to leave, they will be placed on cycle again the following year. As soon as the District is aware that will happen, the formal evaluation process will stop. ● A formal observation shall generally be for a full class period, with any concerns being discussed and documented for the post-observation conference. ● Prior to receiving an unsatisfactory mark on an eval, admin must share concerns and suggestions for improvement verbally and in writing; these will also be attached to mid-year and final eval documents. ● No member shall be placed on a Plan of Assistance unless they have been notified of the concern(s) and the Association has been informed. ● Plans will have a statement of the performance concern to be remedied, specific examples, clear expectations for performance, steps to reach a successful outcome, and various supports

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10 - Educational Program Improvement and Professional Development	<ul style="list-style-type: none"> ● Those that qualify to use \$600 of their tuition reimbursement for conferences may now apply those funds to associated travel and lodging cost ● Members may access unused tuition reimbursement from the previous year (may do a 'look back')
11 - Leaves	<ul style="list-style-type: none"> ● Members may donate sick days converted to personal leave to the sick leave donation bank ● Defined a leave year as July 1 - June 30 ● Changed 'Rest and Recuperation' to 'Unpaid Leave'; changed the years of service before one can apply for such leave from six to three ● Added language allowing a person on leave to request a second year ● Moved family leave language
12 - Vacancies and Transfers	<ul style="list-style-type: none"> ● The District will consider voluntary transfer requests before filling an open position with a temporary member. ● Defined voluntary and involuntary transfer between buildings ● Elementary members qualify for time to prepare for changes of assignment if they have an involuntary grade level change for the second time in four years (formerly the third time in five years) ● Added language that members being involuntarily transferred will be notified after student contact time if possible
13 - Reduction in Force	<p>HEA will be notified of reductions in staff prior to the individual members</p> <p>Added the following factors to be considered in reductions in force as required by ORS 342.934:</p> <ul style="list-style-type: none"> ● Cultural and linguistic expertise ● Educational attainments ● A teacher's willingness to undergo additional training or pursue education
14 - Grievance Procedure	<ul style="list-style-type: none"> ● Changed 'Equity Grievance' to 'Non-Contract Grievance'; replaced the word 'inequitably' to 'disparately'
15 - Salary	<ul style="list-style-type: none"> ● Added 3% to the pay scale each of the three years ● Added a step to the top of the schedule in year one (2021-22) ● Longevity payment for 10 year employees at the top of their column of \$250 in year two, \$500 in year three <p>Tentative Salary Schedule</p>
16 - Employee Benefits	<ul style="list-style-type: none"> ● Increase in the district contribution for insurance of \$40 each year; no retro pay
17 - Dues and Payroll Deductions	

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18 - Peaceful Resolution of Differences	
19 - Miscellaneous Provisions	<ul style="list-style-type: none"> ● The number of copies of the contract to be printed will be mutually agreed upon
20 - Extra Duty	<ul style="list-style-type: none"> ● All previous stipends are increased by 3% <p>New Stipends:</p> <ul style="list-style-type: none"> ● Activities Coordinators receive 5 days paid at per diem ● Outdoor school stipend of \$145 per day ● Nurse stipend equal to TAG Coordinator ● Bilingual stipend of \$1200 for staff who are bilingual in languages that represent significant portions of the student population and do not receive the DLP stipend; dependent on the successful completion of a proficiency assessment ● Split stipend of \$2132
Housekeeping	<ul style="list-style-type: none"> ● Changed 'parents' to 'families' in various places; changed 'teachers' to 'licensed staff' in various places ● Replaced references to 'students with special needs' to 'students with diverse learning needs' in various places ● Replaced gendered pronouns with non-gendered' in various places

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