

HEA Negotiations – Tentative Agreement Summary – Updated December 16, 2024

ARTICLE	Summary of Language Change
Preamble	<ul style="list-style-type: none"> ● Language added to affirm HEA and HSD’s joint commitment to equity, anti-racism, and anti-bias.
1 - Recognition	<ul style="list-style-type: none"> ● Current Contract Language (i.e. no change)
2 - Management Rights	<ul style="list-style-type: none"> ● Current Contract Language (i.e. no change)
3 - Unit Member Rights and Responsibilities	<ul style="list-style-type: none"> ● Pronoun changes ● Cleaned up language on student grades section
4 - Association Rights	<ul style="list-style-type: none"> ● Language modified for HEA president or designee to have five minutes (reduced from 10 minutes) to introduce HEA during the all-staff kickoff. ● Section for Association Leaves moved from Article 11 to Article 4.
5 - Unit Member Work Year/Work Day	<ul style="list-style-type: none"> ● The District will include the Association in the calendar committee process. ● Beginning with the 2025-26 school year, unit members who work three days of new hire orientation shall choose to either be paid at the non-teaching rate or receive credit toward salary schedule movement in the amount of one credit per day, for a total of three (3) credits. Previously, new hires did not have the option of being paid. ● The Association has the right to a sixty (60) minute Association orientation with all employees who are hired after the New Hire Orientation. ● Martin Luther King Jr. Day has replaced President’s Day as a paid holiday. ● Secondary unit members without grading responsibilities can now work away from the worksite at least one full workday at the end of the 1st, 2nd, and 3rd quarters. Previously only those with grading responsibilities could work away from the worksite. Those without grading responsibilities will be available for consultation through virtual meetings. ● Elementary educators without grading responsibilities can now work away from the worksite one day for grading at the end of the first semester, plus two additional unit member-directed work days. Previously only those with grading responsibilities could work away from the worksite. Those without grading responsibilities will be available for consultation through virtual meetings. ● Unit members assigned by principals to present at Academic Seminars shall be paid at the non-teaching rate. Previously they were paid at the curriculum rate. ● There shall be transition time before lunch at the secondary level. This change does not affect passing periods currently in place in Middle School or High Schools. ● All unit members will be notified of their specific teaching assignment by June 1st of the prior school year insofar as is known at that time. Previously, this date was June 30th.

6 - Unit Member
Workload

- HEA and HSD agreed to an innovative Class Size/Caseload Relief Fund to support educators with large class sizes/caseloads and students with high instructional needs. Based on state funding and student enrollment, \$700,000 can be allocated starting in the second year (2025-26) of the contract.
- For the second and third year of the contract, a Class Size/Caseload Relief Fund shall be established. The fund will be dependent on state funding and student enrollment. If the following funding and enrollment criteria are met, then at least \$700,000 will be allocated to the Class Size/Caseload Relief Fund for the 2025-26 Academic Year and at least \$700,000 for the 2026-27 Academic Year.
 - If the State School Fund for the 2025-27 Biennium is less than \$11.36 billion or if state funding is reduced during the 2025-27 Biennium, or in the event enrollment in the District's schools decreases by more than 1% from the preceding year as of October 1st, then the fund will be at the District's discretion.
- HSD and HEA meet twice per to review Class Size/Caseload. Under the contract, this now specifically includes SpEd Educators, SLPs (service load), Nurses, School Psychologists and Counselors.
- Notification shall be given to the classroom educator in writing upon placement of any new student in their classroom. If needed, the building administrator shall provide a work space and a chair prior to the unit member receiving the student.
- The contract now establishes 3 substitute days or an equivalent amount of per diem extended contract to provide relief when a large number of IEPs or re-evaluations need to be completed by Sped educators or SLPs. Previously, there was no required amount of days. ELL educators may receive up to two days.
- Development and implementation of any Special Education workload calculator in determining caseload and/or FTE shall be done with the collaboration of the SpEd Caseload/Workload Committee.
- The duration of specials' sections shall be determined annually by the building administrator as long as those sections are at least 30 minutes.
- There is now improved language to support educators with split classrooms. Additional supports, upon request, shall (previously "may") include at least one type of designated support.
- Educators now have a contractual right to information about the models which may be used for a split classroom and the educator has a right to provide input.
- The District will ensure that Dual Language curriculum adoptions will include Dual Language Educators.
- Wherever possible, the District shall provide District adopted teacher guides in the language of instruction.
- For all core subjects, the District shall provide educators with adopted student-facing materials in the language of instruction. If material is not available, the District will provide translation or pay the educator at the non-teaching rate to translate at the choice of the educator.
- The Association and the District shall collaborate to design and implement an annual counselor survey. At the secondary level, administrators will have dedicated meetings with counselor teams quarterly.
- There shall be a space for school psychologists to test students in all buildings where they are required to work.
- There is now contract language to support Neighborhood Schools. For any school utilizing the NSI model, the District will make every effort to provide the building with additional supports which may include additional staffing, additional planning

	<p>time, extended contract, and many other supports. Any school utilizing NSI will have a building space dedicated to providing intensive support based on IEP placement.</p>
<p>7 - Safety and Student Discipline</p>	<ul style="list-style-type: none"> ● HEA will receive a draft with an opportunity for input prior to changes to the Standards of Student Conduct. ● If needed, adjustments will be made to the building student support and discipline plan and communicated to staff throughout the year. ● Before being readmitted to any class due to physical or threatening student behavior, a student shall have clearly identified behavior expectations, which shall be communicated in writing by the administrator or designee to all unit members responsible for teaching the student. ● Under the contract, Unit members now have the specific right to submit referrals and incident reports. ● The District shall make available complete student disciplinary records directly to all educators assigned to provide educational services to a specific student. ● The contract now states that Safety committees for each building will review incident reports and records for room clears when an injury has occurred each month. ● Each building will now track data for room clears and incident reports. Upon request, the District will share data about room clears and incident reports with the Association.
<p>8 - Unit Member Absences</p>	<ul style="list-style-type: none"> ● When coaches, TOSAs, and other licensed staff not specifically mentioned under section A.3. are required to substitute, they will be paid at the hourly teaching rate for the time spent teaching. Previously they were paid for work that their supervisor required them to make up.
<p>9 - Unit Member Evaluation</p>	<ul style="list-style-type: none"> ● Changed “teacher” to “educator” ● The Evaluation handbook will now be available on a hyperlink in the contract.
<p>10 - Educational Program Improvement and Professional Development</p>	<ul style="list-style-type: none"> ● If a unit member is required to attend professional development or academic seminar, every effort will be made to share topics in writing at least one week in advance. Members may request an explanation of how professional development/academic seminar is relevant to their job assignment or be excused. ● The District will include annual mandatory training on the topic of equity, access, and engagement, including review of appropriate language on race and identity. ● Topics addressed at New Licensed Staff In-Service shall include: <ul style="list-style-type: none"> ○ District policies protecting staff members from harassment and discrimination based on protected class status ○ Introduction to relevant terms ○ Access to other resources ○ Materials for these trainings will be made available to all unit members ● The District shall provide \$600,000 for 2024-25, \$610,000 for 2025-26, and \$620,000 for 2026-27 for activities described under this article.
<p>11 - Leaves</p>	<ul style="list-style-type: none"> ● For the purposes of this agreement, family member is defined by OAR 839-007-000 which includes any individual related by blood or affinity whose close association with a covered individual is the equivalent of a family relationship. This defines family member more inclusively ● Unit members shall receive three days per year of paid leave for personal reasons. Unit members hired after March 15th shall receive one (1) day of personal leave for the year in which they are hired. Unit members shall convert up to one (1)

	<p>unused personal leave day carried forward from the 2023-24 contract year to sick leave upon ratification of this contract by both parties.</p> <ul style="list-style-type: none"> • Unit members shall also have up to five (5) days bereavement leave for pregnancy loss. • An employee absent from work due to injury that is the result of a physical assault by a student while acting in their capacity as an employee for the District, will receive compensation for up to three (3) days of pay at the employee's per diem rate, per instance. In order to qualify for such compensation, the employee must have an accepted Workers' Compensation claim associated with that injury. • At the discretion of the Superintendent or designee, leave can be granted after physical assault or after a serious threat of violence at the workplace.
12 - Vacancies and Transfers	<ul style="list-style-type: none"> • For in-building changes of assignments, two days and district moving supports will be granted for classroom teachers if the change occurs on or after the last day of in-service. • For involuntary transfers between buildings, three days and district moving supports will be granted for classroom teachers if the change occurs on or after the last day of in-service. • Also for involuntary transfers between buildings, when only a portion of a member's FTE is involuntarily transferred to a building in which the member is already established, the two days provided for the move will be prorated. Moves of 0.2 FTE or less will only be granted one day.
13 - Reduction in Force	<ul style="list-style-type: none"> • Pronoun updates
14 - Grievance Procedure	<ul style="list-style-type: none"> • Minor changes made to the grievance procedure. The amount of time for the Superintendent to meet with a grievant from 15 days to 10 days.
15 - Salary	<ul style="list-style-type: none"> • Salaries will increase by 3.5% in the first year, 4.75% in the second year, and 4.25% in the third year. • Revised salary schedule is not currently available, as soon as one is created it will be posted on the HEA website. https://heaoea.org/contract-101/
16 - Employee Benefits	<ul style="list-style-type: none"> • In the current year, the District's contribution to employee health insurance will not be increased and will remain at \$1370 per month for full time employees. In year two 2025-26 will be increased by \$50 (\$1,420 per month) and in year three 2026-27, this amount will be increased by another \$50 (\$1,470 per month).
17 - Dues and Payroll Deductions	<ul style="list-style-type: none"> • Current Contract Language (i.e. no change)
18 - Peaceful Resolution of Differences	<ul style="list-style-type: none"> • Current Contract Language (i.e. no change)
19 - Miscellaneous Provisions	<ul style="list-style-type: none"> • Removed language that was no longer relevant related to the effective date of contract and of salary. • Clarified the language requiring the District or HEA to provide written notice to re-open negotiations by January 15th of the year that the Agreement is set to expire.

20 - Extra-Duty	<ul style="list-style-type: none"> ● Extra-Duty stipends under Sections C, D, and E will increase at the same level as the salary increase. ● Advancements to stipends for District Nurses and Elementary TAG coordinators were made. STE(A)M Coaches and Elementary After-School Activity Leads were added into the Extra-Duty schedule. ● Modifications to compensation for 504 Case Managers to be more equitable and added a cap of no more than 40 students.
Memorandums of Agreement	<ul style="list-style-type: none"> ● Historically, MOAs for unit members working at Hillsboro Online Academy have been included as appendices in the HEA contract. Today the district agreed that MOAs be included in our upcoming agreement.
Contract wide changes	<ul style="list-style-type: none"> ● Teacher is changed to Educator ● All pronouns are gender neutral