

St. Helens School District
and
St. Helens Education Association

~~2016-2018~~2018 - 2020

Agreement

FOURTH REVISED SHEA PROPOSAL, 11/07/18



Third Revised Proposal of the St. Helens Education Association

All terms and conditions of the 2016-2018 Collective Bargaining Agreement between the St. Helens School District and the St. Helens Education Association, including all side letters, memoranda of agreements, memoranda of understanding, etc., will continue in full force and effect without modification in a successor agreement effective July 1, 2018 except for the following modifications:

1. All tentative agreements reached in the course of negotiations, as previously signed, and as per provided today.
2. The modifications contained in this proposal.

All articles not found in this proposal or in the tentative agreement documents shall remain unchanged for the term of the successor agreement.

SHEA reserves the right to add to, modify, amend, and/or withdraw without prejudice any proposal below.

Table of Contents

Article 2 - Association Dues and Payroll Deductions	1
Article 10 - Employee Work Year and Work Day	3
Article 20 - Employee Insurance	6
Appendix A: 2018-2019 Salary Schedule.....	11 ¹⁰
Appendix B: 2019-2020 Salary Schedule.....	12 ¹¹
Appendix C: Extra-Duty Salary Schedule Index - 2018-2019, 2019-2020	13 ¹²
Confirmation of Agreement.....	14 ¹³
Building Annual Contract Check List _____ (year).....	15 ¹⁴

Article 2 - Association Dues, ~~and~~ Payroll Deductions ~~and Fair Share~~

Sec 2.1 Upon appropriate written request from the ~~teacher~~employee, the District shall deduct from the salary of any ~~teacher~~employee and make appropriate remittance for ~~only the~~ following deductions. No other deductions shall be permitted without the written agreement of the parties:

- Life Insurance/Employee Purchased
- Tax Sheltered Annuities
(Companies to be approved by Employee Investment Committee)
- United Way
- ~~Credit Unions/Banks~~
- Long Term Disability
- ~~Personal Choice Accounts~~
- ~~Saving Accounts~~
- AFLAC Supplemental Insurance (Purchased by employee through AFLAC or American Fidelity)
- IRS Section 125 Accounts - American Fidelity
- Health Savings Accounts
- Fitness Centers
- Legal Shield
- OEA Foundation
- OEA PAC
- [Tentative Agreement per SHSD Counter Proposal of 10/30/18]

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Sec 2.2 Association Dues Deductions: Prior to the first dues deduction of the school year, and then for any employee who becomes a member of the Association after the start of the school year, the Association shall notify the District of bargaining unit members who have elected to have deductions of membership dues in the United Education Profession (i.e., SHEA, OEA and NEA). Such authorization shall continue in effect from year to year, unless revoked in writing as hereinafter provided. Pursuant to such authorization, the District shall deduct monthly, according to their pay options, such dues from the regular salary check of the teacher. In addition, the Association shall provide a formal letter from the OEA Membership Department that confirms that OEA possesses sufficient documentation of dues deduction authorization for those members. Upon request by the District, the Association shall make available to the District for review the documented proof of dues deduction authorization for employees. The District shall then deduct one-tenth of such dues from the second regular salary check of the teacher each month for ten (10) months, beginning in _____.
Deductions for teacher who join the Association after the commencement of the school year shall be appropriately prorated so that payments will be completed by payment of the final paycheck.

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~~Sec 2.2.1~~ Withdrawing the payroll deductions for such dues may be accomplished by writing a letter to the office of the Association, delivered prior to September 30 of any year. The effective date of withdrawal of payroll deduction received during the month of September will be upon receipt; withdrawal of deductions received any other time will be September 1 following receipt of notice.

~~Sec 2.2.2~~ Employee List: Along with the monthly dues remittance to OEA, the District shall provide to the OEA Membership Specialist an Excel-compatible electronic ledger of with the name of each employee from whom dues deductions had been made, the amount of the deductions, and the last four digits of the employee's Social Security number.

~~Sec 2.2.3~~ By October 31 of each year, the District shall provide to the OEA an Excel-compatible electronic database with the name of each employee in the bargaining unit (both active members and non-members) as well as each employee's employee ID, date of birth, first date of service, FTE, classification or title, PERS classification, worksite, position on the salary schedule, residential address, and personal phone number.

~~Sec 2.2.4~~ The District shall notify the Association of the name, mailing address, telephone number (if any), hire date, FTE, and pay rate of all newly hired bargaining unit employees within five (5) working days after Board approval of hiring. [Tentative Agreement per SHSD counter proposal #2, 5/8/18.]

~~Sec 2.2.5~~ Change in Employment Status: The District shall promptly notify the OEA Membership Specialist whenever an employee in the bargaining unit is placed on an unpaid leave of absence, retires, resigns, or changes their name.

~~Sec. 2.2.6~~ Hold Harmless -The Association shall hold the District harmless from any claims of a bargaining unit member ~~that the Association has made an illegal expenditure of fair share fees, or that the extent of the fair share payroll deduction is unlawful~~ arising out of the implementation of this Section. This hold harmless agreement shall be void unless the District: (1) gives immediate notice of any claim to the Association; (2) tenders to the Association the defense of any claim; and (3) fully cooperates with the Association and its designated counsel in the defense of the claim.

~~Sec 2.3~~ The District will deduct for employee membership dues in the United Teaching Profession.

~~Sec 2.4~~ The Association agrees to hold the District harmless against any and all claims, suits, orders or judgments brought against the District as a result of the provisions of this article.

- ~~Sec 2.5 — Any licensed employee who is a member of the Association or has applied for membership may sign and deliver, either personally or through the Association, an assignment authorizing deductions for membership in the United Teaching Profession, (i.e., SHEA, OEA-NEA) to the accounting payroll department of the Superintendent's office. Such authorization shall continue in effect from school year to school year, unless revoked or modified in writing as provided herein.~~
- ~~Sec 2.6 — Deductions for employees who join the Association after the commencement of school shall be appropriately prorated so that payments will be completed by the final regular salary payment for the school year.~~
- ~~Sec 2.7 — Any authorization for deductions shall be filed with the accounting payroll department 15 calendar days prior to the regular monthly salary payment date, or said deductions shall begin the next following regular monthly salary payment date.~~
- ~~Sec 2.8 — The Association agrees to advise the accounting payroll department of the Superintendent's office of all members of the Association in good standing as membership changes for which a payroll deduction for dues is made by the District. The information shall be received in the accounting payroll department on or before the 16th day of each month for which a payroll deduction is made, and to furnish any other information needed by this department to fulfill the provisions of this Article, and not otherwise readily available to the District.~~
- ~~Sec 2.9 — A list of employees on Association dues or Fair Share deduction shall be provided for the Association president upon request once each year following October payroll.~~
- ~~Sec 2.10 — Members — The District shall deduct an amount equal to one-tenth of the dues of the Association, including the OEA and NEA dues, each month for ten consecutive months from the pay of each teacher beginning with the October paycheck.~~
- ~~Sec 2.11 — Non-members — The District shall deduct a "payment in lieu of dues" from the monthly salary payments of nonmembers, unless the Association or nonmember certifies that payment in lieu of dues has been made directly.~~
- ~~Sec 2.12 — In lieu of dues — As provided by ORS 243.666(1) rights of non-Association teachers based on bona fide religious tenets or teachings of a church or religious body of which such teacher is a member shall be safeguarded. Such teacher shall pay an amount equivalent to regular union dues to a non-religious charity or to another charitable organization mutually agreed upon by the teacher affected and the Association.~~

Article 10 - Employee Work Year and Work Day

- Sec 10.1 The school calendar shall be established by the District. A copy of the ensuing year's calendar, before its final adoption by the District, shall be given to the Association for input. The school work year for employees shall be within the confines of the school calendar, and shall not exceed 190 days comprising not more than 179 days when pupils are in attendance, six work in-service days and five paid holidays as designated in Section 10.3.
- Sec 10.2 The District reserves the right to adjust the calendar of any school year during that school year due to unforeseen circumstances.
- Sec 10.3 The school work year for employees is 190 days. Paid holidays are Labor Day, Veterans' Day, Thanksgiving, Presidents' Day and Memorial Day, as long as they fall within the 190-day working period. The District will give consideration to advisory suggestions offered by the Association in regard to the number and designation of those days that are not student in-seat days or holidays. The Martin Luther King, Jr. holiday is a non-contract day. State in-service Day is a non-contract day. The Wednesday before Thanksgiving is a non-contract day.

Sec 10.3.1 If a half-day of pre-service prior to the start of the year is not provided to staff for use in completing District-required online trainings, then one (1) early release day in September must be reserved for such purposes. [Tentative Agreement per SHSD counter proposal #2, 5/8/18.]

- Sec 10.4 If members are required to work beyond the eight-hour workday to accommodate for parent-teacher conferences, the membership will be given equal time off as compensation. Special education teachers and specialists may be allowed to work in an office/classroom and must always be available during conference hours for parents requesting to conference with them.
- Sec 10.4.1 Evening conferences may be scheduled provided that:
- a. No classes will be held on days when evening conferences are scheduled.
 - b. On days when evening conferences are scheduled, teachers will not be required to work more than eight (8) hours.
 - c. Evening conferences will not be scheduled on Fridays or days before break periods.
 - d. No more than one day of evening conferences may be scheduled during a conference cycle.
- Sec 10.5 The regular workday shall consist of eight working hours, including a 30-minute duty-free lunch, ~~except in cases of emergency~~. Employees shall be in the classroom available for supervision and student or parent conferences from 15 minutes before classes begin in the morning to 15 minutes after the end of the student day. By September 30 of each year, employees will notify Flexible work

~~hours will be mutually arranged with~~ the building principal ~~of their intent to flex their work hours,~~ as long as the employees are present 15 minutes before and 15 minutes after the student day. On days of staff meetings and PLC meetings, teachers on flex schedules will revert to the regular building hours. **[Amended 10/30/18]**

Sec 10.5.1 ~~The District may require attendance at not more than one (1) event (e.g., open house, fairs, etc.) held outside of the work day each year. Such events may not extend past 7 pm. No more than one (1) such event may be held per year. If the event goes after building hours, members will be reimbursed at their individual hourly rate (salary/190 days/8 hours).~~ **[Modified 10/30/18. Renumbered 5/24/18 due to resolution of issue found in SHEA proposal 10.5.1.]**

Sec 10.6 Employees shall adhere to the daily schedule, and shall make no commitments that will preclude their being present in their assigned duties and responsibilities. On the occasion when employees need to leave early they shall notify the principal's office before leaving. (This agreement is in lieu of the historical compensatory time.)

Sec 10.7 Other work time outside of preparation time or classroom time but within the confines of the regular workday may be designated. Examples of this are supervision of students, curriculum improvement and development, departmental and/or grade level planning; individual, group or committee projects relating to instructional materials, procedures, processes, curriculum, course of study, conferences with a student/parent/principal, or other matters relating to instruction or co-curricular functions, or student activities.

Sec 10.8 Employees shall attend staff meetings when required by the Superintendent or by the principal. No more than one staff meeting per month may be held outside of regular building hours. Staff members District-wide will be allowed to leave their work sites one-half (½) hour early on Fridays unless they are performing services for which they are receiving additional compensation from the District.

Sec 10.9 The District prefers parent-teacher conferences be held in the school building during previously scheduled conference hours. There may be occasions when this is not possible. In this occasion meeting places or hours may be scheduled through agreement of principal, teacher and legal guardian.

Sec 10.10 ~~The building principal shall designate the regularly scheduled lunch hours for the staff and for the students under his/her jurisdiction. He/She~~**The principal shall designate the lunch time for each staff member.** **[Tentative Agreement 9/25/18]**

Sec 10.11 It is recognized teachers assume responsibilities outside the regular workday including, but not limited to, meeting with parents, attending IEP meetings, grading papers, developing unit/lesson plans and student activities. However, the

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Association reserves the right to proceed with the grievance procedure if there is a perceived problem with this clause.

- Sec 10.12 A specialist's (media specialist, music, or physical education teacher) daily student contact time shall not exceed that of the classroom teacher's daily student contact time.
- Sec 10.13 Teachers traveling between any schools shall be allotted a minimum of 30 minutes for travel, set-up, take-down, and for any unforeseen incidents. This travel time shall not be considered as preparation time.
- Sec 10.14 Teachers who are in their first two years of teaching will not be encouraged, nor required to serve on building, District, county or other committees and/or councils. **[Tentative Agreement per SHSD counter proposal #1, of 5/8/18.]**
- Sec 10.15 Teachers will not be required to serve on more than two (2) building, District, county or other committees and/or councils. If there is a committee that is not fully staffed, the building principal retains the right to assign teachers serving on less than two (2) committees and/or councils where additional staff are needed.
- Sec 10.16 Teachers may choose to work from home on teacher grading days provided that s/he "signs out" prior to working from home and provides a telephone number for immediate contact during the contracted work hours. Teachers working from home must comply with the deadlines established by the building principal for grade entry. Failure to turn in grades in a timely fashion or respond to telephone calls from the school during work hours may result in loss of the work from home privilege for the teacher for the rest of the academic year. A grading day will be scheduled coinciding with the end of each grading quarter

Article 20 - Employee Insurance

- Sec 20.1 The District will contribute up to the following amount toward the full step rate premium per month, per employee, towards the cost of OEBC offered plans selected by the Association effective October 1 of each year:

	2018-2019 2016- 2017	2019-2020 2017- 2018
Employee Only:	\$706 \$652	\$727 \$685
Employee Plus Spouse:	\$1,486 \$1,374	\$1,531 \$1,443
Employee Plus Children:	\$1,309 \$1,211	\$1,348 \$1,271
Family:	\$2,094 \$1,936	\$2,157 \$2,033

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The increase on the District contribution will take effect the month immediately following ratification of this Agreement.

~~In lieu of retroactive insurance caps, the District will adjust the 2016-2017 rates going forward for the remainder of the 16/17 contract year. The adjusted rates will be the following:~~

Employee only	\$ 660
Employee/spouse	\$1,390
Employee/Children	\$1,226
Family	\$1,959

2017-2018 insurance caps will remain as listed above.

Disability insurance will be provided with the employee paying the full premium. Any -supplementary or "add-on" insurance coverage will be at the expense of the member and shall be paid for via payroll deduction.

Sec 20.1.1 The District insurance premium contribution amount will not increase during a status quo period.

Sec 20.1.2 Employees who select an OEGB High Deductible Health Plan shall receive a monthly District contribution into a Health Savings Account (H.S.A.) ~~up to the amounts below: the maximum annual employer contribution permitted by law divided by the number of paychecks the employee has chosen to receive in the year (10 or 12). It is understood that the maximum annual employer contribution is based on the employee's enrollment status of either Self-Only or Family. Sec 20.1.2.2~~ Except as provided in Sec 20.1.2.1, ~~The~~ the District's H.S.A contribution will be ~~the lesser of the amounts listed above or not exceed the difference between the monthly premium for the OEGB plan selected by the employee and the District's cap amount above the premiums for OEGB plans selected by the employee for that plan. The District will not contribute toward catch-up contributions.~~

Employee Only:	\$200.00
Employee Plus Spouse:	\$400.00
Employee Plus Children:	\$350.00
Family:	\$550.00

Sec20.1.2.1 Contributions to an H.S.A will subject to the maximums allowable under the law. In no case shall the District be obligated to pay any additional contributions into a H.S.A or any other additional compensation beyond the employer H.S.A maximum contribution allowed under the law.

~~Sec 20.1.2.2 The District's H.S.A contribution will be the lesser of the amounts listed above or the difference between the District's cap amount above the premiums for OEGB plans selected by the employee.~~

Sec 20.2 Oregon Educators Benefits Board (OEGB) will be the exclusive provider of medical insurance benefits, effective October 1, 2010.

Sec 20.3 Married couples or domestic partners within the bargaining unit who are both employees of the District shall designate which employee shall be the primary insured. Upon such designation the non-primary employee shall be insured as a dependent on the primary insured's policy, and the District shall no longer provide individual insurance benefits for the identified dependent. Married couples or domestic partners within the bargaining unit who are both employees of the District may choose either the option defined in 20.3.1 or the option defined in 20.3.2.

Sec 20.3.1 The District will make an annual contribution, in the name of the dependent employee, to a qualified IRS Section 125 medical benefit account. The amount of the contribution will be equal to the maximum potential out-of-pocket cost for which the dependent may be liable under the primary insured's policy. The dependent may draw on this account as reimbursement for any qualifying medical expenses during the year. At the end of the year any unspent funds remaining in the medical account will revert to the District.

Sec 20.3.2 Subject to the rules and regulations of the insurance carrier, OEBC, and the IRS, active employees who maintain and provide proof of another medical benefit plan may opt-out of District sponsored health insurance coverage.

Employees who opt-out of health insurance coverage, and who are otherwise eligible for a District contribution towards insurance premiums, will receive a monthly stipend included in their paychecks in the following amounts equal to 27.5% of the family insurance contribution in Sec 20.1, less any imposed surcharges.

Sec 20.4 Bargaining unit members not covered by 20.3 above may opt out pursuant to 20.3.2 above.

Sec 20.5 For those employees who work the 190-day contract, as defined in this Agreement, twelve (12) continuous months of benefits will be provided. New employees shall have their benefits start on the first contract day pursuant to carrier rules and regulations.

Sec 20.6 If an employee's employment is terminated prior to the end of the school year, the District's payment of premiums shall cease as of the last day of the month the employee is employed.

Sec 20.7 In the event an employee wishes to take an early retirement between ages 62-65, inclusive, and is not eligible for the plan outlined in article 22 of this Agreement, said employee may at the time of retirement elect to remain in the District group insurance plan provided the employee shall reimburse the District for full amount of premiums. This provision is subject to the insurance carrier's approval and is subject to changes in retirement laws.

Sec 20.8 For the term of this Agreement the District shall offer an IRS Section 125 plan.

Sec 20.9 District acknowledges the Affordable Care Act as it relates to temporary teachers.

Appendix B: ~~2017-2018~~2019-2020 Salary Schedule

Step	I	II	III	IV	V
	BA	BA+30	BA+45	BA+75/ Masters	BA+105/ Masters+30
1	\$ 43,433 \$40,156	\$ 44,736 \$41,361	\$ 45,128 \$41,723	\$ 47,299 \$43,731	\$ 49,862 \$46,100
2	\$ 44,999 \$41,604	\$ 58,199 \$53,808	\$ 46,866 \$43,330	\$ 49,650 \$45,904	\$ 52,035 \$48,109
3	\$ 46,604 \$43,088	\$ 47,864 \$44,253	\$ 48,558 \$44,895	\$ 51,034 \$47,184	\$ 54,204 \$50,115
4	\$ 48,168 \$44,534	\$ 49,471 \$45,739	\$ 50,298 \$46,503	\$ 52,946 \$48,952	\$ 56,421 \$52,164
5	\$ 49,775 \$46,020	\$ 51,034 \$47,184	\$ 51,990 \$48,068	\$ 54,813 \$50,678	\$ 58,594 \$54,173
6	\$ 51,339 \$47,466	\$ 52,641 \$48,670	\$ 53,727 \$49,674	\$ 56,723 \$52,444	\$ 60,764 \$56,180
7	\$ 52,946 \$48,952	\$ 54,204 \$50,115	\$ 55,423 \$51,242	\$ 58,594 \$54,173	\$ 62,937 \$58,189
8	\$ 54,510 \$50,398	\$ 55,813 \$51,602	\$ 57,115 \$52,806	\$ 60,460 \$55,899	\$ 65,150 \$60,235
9	\$ 56,117 \$51,883	\$ 57,376 \$53,047	\$ 58,852 \$54,412	\$ 62,369 \$57,664	\$ 67,323 \$62,244
10	\$ 57,680 \$53,328	\$ 58,983 \$54,533	\$ 60,546 \$55,978	\$ 64,237 \$59,391	\$ 69,495 \$64,252
11	\$ 59,271 \$54,799	\$ 60,546 \$55,978	\$ 62,284 \$57,585	\$ 66,105 \$61,118	\$ 71,666 \$66,259
12	-	-	\$ 63,979 \$59,152	\$ 68,016 \$62,885	\$ 73,881 \$68,307
13	-	-	-	\$ 69,884 \$64,612	\$ 76,052 \$70,314
14	-	-	-	\$ 71,752 \$66,339	\$ 78,225 \$72,323
15	-	-	-	\$ 73,665 \$68,107	\$ 80,394 \$74,329
16	-	-	-	\$ 75,531 \$69,833	\$ 82,612 \$76,379

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Employees with twenty-five or more years of service will receive a 10% longevity step added to their salary.

Appendix C: Extra-Duty Salary Schedule Index - ~~2016-2018~~2018-2019, 2019-2020

Row	I 1-2 years experience	II 3-4 years experience	III 5-6 years experience	IV 7+ years experience	The following percentages are multiplied by the base salary for that year of the contract to arrive at a salary for each position.
1	17.00%	18.00%	19.00%	20.00%	Athletic Director (if an Association member)
2	13.00%	14.00%	15.00%	16.00%	Head Football, Basketball, Wrestling, Track, Softball, Baseball, Volleyball
3	12.25%	13.25%	14.25%	15.25%	Head Cross Country, Swimming, Soccer, Golf, Tennis, Cheerleading (Full Year)
4	11.25%	12.25%	13.25%	14.25%	Band Instructor, High School Activities Director
5	9.50%	10.25%	11.00%	11.75%	Asst., JV, Frosh: Football, Basketball, Wrestling, Track, Softball, Baseball, Volleyball; Vocal Instruction
6	8.50%	9.25%	10.00%	10.75%	Asst., JV, Frosh; Soccer, Tennis; Publications
7	6.00%	6.50%	7.00%	7.50%	Advisors: VICA, FBLA, Thespians, Sports Medic (each of 3 seasons), Drama Coach [per play (non-musical)]
8	2.50%	3.00%	3.50%	4.00%	Asst. Drama (each play, to a max of 3 plays)
9	0.35%	0.35%	0.35%	0.35%	Saturday School (daily rate)
10	0.16%	0.16%	0.16%	0.16%	Dance Chaperone (each event)
11	8.25%	8.50%	8.75%	9.00%	Middle School Athletic Director
12	7.00%	7.50%	8.00%	8.50%	Head Teacher, Second Language Coordinator, Drama Coach (for musical play), Robotics Advisor
13	4.75% <u>5.25%</u>	5.00% <u>5.50%</u>	5.25% <u>5.75%</u>	5.50% <u>6.00%</u>	Middle School Coaches: 7/8 Football, Cross Country, Wrestling, Track, Basketball, Volleyball
14	5.50%	6.00%	6.50%	7.00%	Middle School Yearbook, Cubs Corner
15	6.00%	6.00%	6.00%	6.00%	Event Manager (each of 2 seasons)
16	3.75%	4.25%	4.75%	5.25%	Elementary Vocal (per instructor that does performance), Middle School Vocal (per instructor that does performance), Asst. Band Director, Dance Team (each of 2 seasons), MS Band (per instructor that does performance)
17	1.00%	1.50%	2.00%	2.50%	Building TAG Liaison, Middle School Department Head, Web Master, K-2 Vocal, <u>National Honor Society</u>
18	2.00%	2.50%	3.00%	3.50%	Site Council Facilitator, High School Department Head, Math team leader, Literacy team leader, <u>Photo</u>
19	\$1,060	\$1,272	\$1,590	\$2,120	Additional Coach-Paid for by Associated Student Body funds

- Previous years of coach experience in a sport from another District will be included in placement.
- Years of volunteer experience at appropriate level in a sport will be included in placement.
- Movement down from Head Coach to Asst Coach will not result in loss of placement on schedule. (i.e.) u coach with seven year of Head Basketball coach experience moving to Asst. Basketball Coach will move to the 7+ year column on the Asst. Basketball pay line).

Confirmation of Agreement

This is to certify that the St. Helens Education Association, and the School Board of the St. Helens School District 502 have officially ratified this Agreement in accordance with required procedure of their respective organizations. All pre-existing agreements and understandings between the Association and the District are hereby declared null and void by the confirmation of this Agreement.

EXECUTED this 14 day of December, 2016, at St. Helens, Oregon, by the undersigned officers by the authority of and on behalf of the St. Helens Education Association and the School Board of the St. Helens School District #502.

Building Annual Contract Check List _____ (year)

Articles to review prior to students arriving or as reasonable close as possible; no later than October 31st.

_____ (school name) as a staff has completed the following training:

*Article 26.10.3 All teachers shall be provided with a copy of the Building Discipline Code and the District's policy on student discipline will be posted on the District website. District and Building discipline procedures shall be reviewed with teachers annually.

*Article 26.10.4 An annual in-service on discipline topics, including legal issues surrounding student discipline and methods for intervening in crisis situations. The District will also provide training for case managers and counselors regarding behavior plans under IDEA Section 504 and when information may be shared with staff.

SHEA Representative (print)

Building Principal (print)

SHEA Representative (sign)

Date

Building Principal (sign)

Date