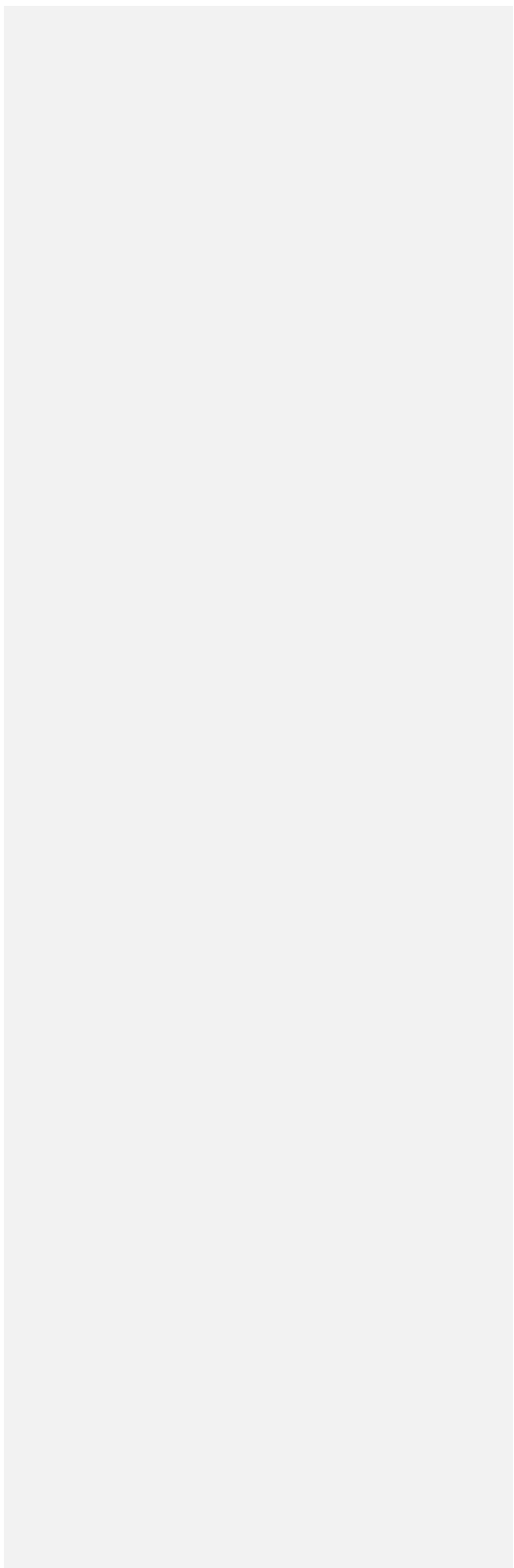


St. Helens School District
and
St. Helens Education Association

~~2016-2018~~2018 - 2019

Agreement

THIRD REVISED SHEA PROPOSAL, 10/30/18



Third Revised Proposal of the St. Helens Education Association

All terms and conditions of the 2014-2018 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 per attached.
2. The modifications attached hereto.
3. All articles not found in the attached 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.

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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

NOTE: As of 5/24/18, only issue remaining is second sentence of opening paragraph

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 dues deducted from their paychecks and shall identify the dues to be deducted from each. The Association shall also notify the District when a bargaining unit member should no longer have dues deducted. the District shall enact dues deduction changes on the pay period following a notification. Dues deducted shall be transmitted to the Association and to OEA within seven (7) business days of deduction.

Sec 2.2.1 Employee List: Each month, the District shall provide to the OEA Membership Specialist an Excel-compatible database of each employee in the bargaining unit (both active members and non-members) that includes the last four digits of their social security number, 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 2.2.2 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

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bargaining unit employees within five (5) working days after Board approval of hiring. [Tentative Agreement per SHSD counter proposal #2, 5/8/18.]

Sec 2.2.3 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. 2.2.4 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 4 - Agreement Duration

The provisions of this Agreement shall be effective the date of execution except as specifically identified herein and shall be binding upon the District, the Association and all members of the bargaining unit, and shall remain in full force and effect through June 30, ~~2018~~2021, when it shall terminate.^{7, 2}

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 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.]**

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- 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 12 - Teaching Load/Pupil-Teacher Ratio/Class Size

- Sec 12.1 The District will maintain class sizes and teacher assignments which promote effective practices consistent with the outcomes expected of each instructional program, and the terms of this Agreement.~~determine the teaching load for teachers based on minimum standards for Oregon Schools.~~ (OAR-581-022-46302335).
- Sec 12.2 Upon request of either party a joint committee will be formed to review class size. The committee will be composed of six members with three appointed by the Association and three appointed by the District. This committee will be appointed by the end of the previous school year and begin functioning prior to the first day of classes. During each year of the Agreement, the District will report to the committee and provide it with information regarding the various class sizes in the District, including special needs students, the number of preparation periods provided, and other relevant and reasonably available data. It is intended that the District's report will occur on or about the Friday of the second week of the school year and on or about the first Friday after the start of the second semester of each year. The joint committee will be charged with the responsibility of identifying and examining problem areas. Minutes of the meetings shall be shared with the Superintendent and Association. It is intended that suggested solutions to the identified problem areas would be recommended to the Superintendent by the joint committee.
- Sec 12.3 Teachers in charge of a school business that requires participation outside the school day (and who document to the building Administration that the hours spent on the school business outside the school day is equivalent to or exceeds the hours that would be spent on certain supervision duties) shall not be assigned certain supervision duties. Business related travel and expense reimbursement shall be pre-approved by the principal. Mileage may be reimbursed with prior approval by the principal.

Article 13 - Leaves

Paid Leaves

- Sec 13.1 Sick Leave. The District shall allow each employee ten (10) days sick leave at full pay during each school year, or one day per month employed, whichever is greater, Sick leave shall be credited at the beginning of each school year. Employees who begin work after the start of the school year shall receive a pro-rata sick leave accrual. Sick leave not used shall accumulate for an unlimited number of days. Upon proper verification the District will allow the transfer of accumulated sick leave earned in other Oregon school districts up to a maximum of seventy-five (75) days (equivalent to 600 hours).
- Sec 13.2 Sick leave will be granted in hourly increments with the following exception. In the event an employee must leave early, or arrive late for medical reasons and has so notified the building principal, and if the absence does not interfere with teaching duties (absence from classroom teaching), the absence may be made up. If the employee's absence is for longer than two hours (2) hours or requires the assignment of a substitute, the absence shall be charged against the employee's sick leave.
- Sec 13.3 Sick leave will be used for employee absence due to the employee's illness or injury, a family member's or domestic partner's illness or injury, or for doctor's appointments. Sick leave for pregnancy related disabilities will be granted in conformance with state and federal law.
- Sec 13.3.1 Any instance of employee abuse of sick leave shall be grounds for disciplinary action against the employee and shall be grounds for possible dismissal.
- Sec 13.3.2 Pursuant to state and federal law, at the option of the District, an employee may be required to provide medical certification from the employee's attending physician or practitioner that the illness or injury prevents the employee from working in order to access his/her sick leave. Any out of pocket costs incurred in securing the certification shall be reimbursed by the District upon presentation of a receipt.
- ~~Sec 13.3.3 Injury on Duty Sick leave may be drawn on a pro-rata basis and added to Workers' Compensation benefits. The combined pay shall not exceed the employee's regular salary. [Tentative Agreement, 4/10/18.]~~
- Sec 13.4 A bank of sick leave for catastrophic events shall be established under the following conditions:
- Sec 13.4.1 Individuals will be limited to a maximum use of 30 days per school year.

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- Sec 13.4.2 Contributions of sick leave days, for a catastrophic illness, by employees shall be voluntary.
- Sec 13.4.3 The Association ~~executive board~~ Board of Directors shall be responsible for establishing and administering guidelines for use in compliance with state and federal law.
- Sec 13.4.4 Guidelines shall be approved by both the District and the Association before implementation.
- Sec 13.4.5 Sick time hours are not eligible for use or transfer to the sick leave bank for catastrophic illness.
- Sec 13.5 Sick Time. Sick time will run concurrent with sick leave and bereavement leave ~~according to SB454.~~ [Tentative Agreement, 4/10/18.]
- Sec 13.5.1 Employees working four hours per day will accrue 1 hour of sick time per 30 hours worked or 1-1/3 hours for 40 hours worked. Employees who work four hours or more per day will be frontloaded 40 hours of sick time at the beginning of the fiscal year.
- Sec 13.5.2 Sick time leave will be paid time applied concurrently with all other applicable leaves currently provided by state and federal leave laws and under the provisions of this contract.
- Sec 13.5.3 Maximum sick time use in a fiscal year is 40 hours with a maximum accrual of 80 hours.
- Sec 13.6 Discretionary Leave. Up to four (4) half days or two (2) full days of leave shall be granted each year to each employee to attend to personal matters, with no restrictions. Employees may carry over one (1) leave day each year for a maximum of three (3) discretionary leave days in any one (1) year. Employees who do not use discretionary days or carry the day over to the next year will be paid the current substitute teacher pay rate per day not used as published by the Oregon Department of Education. Reimbursement will be issued by August 30th. Use of this leave must be ~~submitted and approved through~~ entered into the District leave request system. [Amended 10/30/18.]
- Sec 13.7 Bereavement Leave. Up to three (3) days per occurrence shall be granted each employee in the event of the death of any family member, family member of a spouse or domestic partner, or any person residing in your home. Use of this leave must be submitted and approved through the District leave request system. In addition to these benefits the District shall comply with the Oregon Family Leave Act (OFLA) and the paid bereavement leave in this section shall run concurrently with leave provisions under OFLA. The definition of family members is different under OFLA than in this section. The bereavement leave under OFLA will apply only for family members listed under the law. Additional leave may be requested

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and, if approved, will be deducted from sick leave and sick time concurrently, if available. If no sick leave or sick time is available, additional leave will be unpaid.

- Sec 13.8 Employee absences not in accordance with Sections 13.1 through 13.8 of this article shall result in a deduction of the employee's pay in the amount of 1/190th of the employee's contract for each day absent.
- Sec 13.9 Jury Duty and Subpoena for Court Appearance. Leave of absence shall be authorized for jury duty or under subpoena. Employees may secure support from the District office in seeking relief from jury duty when it interferes seriously with professional obligations to the teaching assignment. Exclusive of expenses incurred, fees received by the employee for services performed during working hours while on jury or court duty shall be deposited with the District, and no deduction in pay will be made by the District in subsequent pay periods.
- Sec 13.9.1 Subpoena leave is not available when the employee or the Association is a complainant against the District.
- Sec 13.9.2 The employee must, unless excused by the principal, report for work promptly after his/her required appearance has terminated.
- Sec 13.10 Parental and Family Leave. Parental and family leave shall be granted to all employees in accordance with the mandates of the federal Family Medical Leave Act (FMLA) and/or the Oregon Family ~~Medical~~ Leave Act (OFMLA). **[Tentative Agreement, 4/10/18.]**
- Sec 13.10.1 The District will post a copy of current federal and state family and parental leave laws on the District website.
- Sec 13.10.2 Upon the exhaustion of accumulated sick leave the District will pay only the employee's medical and dental insurance premium during the remainder of the authorized parental leave.

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Sec 13.11 Workers' Compensation. Employees will suffer no loss in pay or benefits as a result of workplace illnesses and injuries, including the first three (3) days absence not compensated by Workers' Compensation payments. If a Worker's Compensation claim is denied, the District may deduct the first three (3) days of absence from the employee's sick leave or pay if the employee has exhausted all sick leave.

After three (3) days, sick leave may be drawn on a pro-rata basis and added to Worker's Compensation benefits for an approved claim. The combined pay shall not exceed the employee's regular salary. [Tentative Agreement per SHSD counter proposal #1, 4/10/18.]

Unpaid Leaves

- Sec 13.11 Temporary employees are not eligible for unpaid leave under this article.
- Sec 13.12 Unpaid leaves of two (2) days or less during any contract year shall result in a deduction from the employee's pay in the amount of 1/190th of the employee's regularly contracted salary for each day absent. Employees must notify his/her building principal or supervisor at least five (5) workdays in advance of the anticipated absence except in cases of emergency due to no fault of employee.
- Sec 13.13 The parties will comply with state and federal family leave laws.
- Sec 13.14 Extension of Parental/Family Leave. Extension of parental leave beyond state and federal requirements shall be at the sole discretion of the District. The employee will be given opportunity to present unusual circumstances in writing to the District for their review, evaluation and decision.
- Sec 13.14.1 Should the District extend the parental leave, the District will accept from the employee, during this period, funds to pay the employee's insurance for dental and health coverage. These insurance premiums must be paid by the 15th day of the month preceding the last day of used sick leave, and by the 15th day of the month thereafter. The decision by the District whether or not to extend parental leave beyond twelve (12) weeks shall not be subject to the grievance procedure. If the employee's extension is denied the District will respond in writing stating the reasons for denial. A copy must be sent to the employee.
- Sec 13.14.2 Extension of family leave beyond that provided by the state and federal family leave laws shall be at the discretion of the District and not subject to the grievance procedure. Upon granting an extension, the District will accept from the employee, funds to pay the employee's insurance for dental and health coverage. These insurance premiums must be paid by the 15th of the month.
- Sec 13.15 Upon petition to the District by an employee for a long-term (e.g., longer than 2 work days per contract year) unpaid leave of absence the employee will be given an opportunity to meet with the Superintendent or his/her designee to present his/her reasons for requesting the leave. The Superintendent or his/her designee shall assess, evaluate, and establish conditions in terms of granting the leave and provide written notification to the employee. The decision of the Superintendent or his/her designee shall be final in these cases.
- Sec 13.16 If unpaid leave is approved, the employee shall be allowed to return to the District at the end of the leave to the same or similar position held before the leave began, providing he/she holds the proper licensure for the position. Contractual benefits, including but not limited to salary placement, eligibility for fringe benefits, seniority, and any other accrued benefits shall be reinstated in a manner which reflects neither loss nor gain for the employee as a result of taking the leave.

Sec 13.17 Sabbatical Leave. Once every seven years, employees have the opportunity to take an unpaid leave of absence for the duration of a year for rest, study or travel. No gain or loss of seniority will be accrued.

Sec 13.17.1 This sabbatical must be pre-arranged to give the District time to obtain suitable relief, with consent of both parties. Employees must inform the District by March 15 of their intent to return for the succeeding year. Employees taking this leave will be able to purchase insurance through the District at COBRA cost.

Sec 13.17.2 Notwithstanding the one (1) year leave limitation above, employees who obtain a teaching position through the United States Department of Defense will be permitted two years of sabbatical leave. [Tentative Agreement, 4/10/18.]

Sec 13.18 Military Leave. This leave shall be in accordance with applicable Oregon and federal law.

Sec 13.19 Leave of Absence for Peace Corps. This leave shall be in accordance with applicable Oregon and federal laws.

Sec 13.20 Search and Rescue. This leave shall be in accordance with applicable Oregon and federal law. (See ORS 652.250.)

Sec 13.21 Association Leave. The Association is allowed to allocate up to ten (10) days per year or twenty (20) half-day increments to members for Association business. The cost of the substitute will be paid by the Association. All Association leave requests shall be submitted by the Association executive board.

Article 15 - Salary and Miscellaneous Benefits

Sec 15.1 The salary schedule for ~~2016-2017~~2018-2019 and ~~2017-2018~~2019-2020 are attached to this Agreement as Appendix A and Appendix B, respectively, and are incorporated by this reference. The ~~2016-2017~~2018-2019 salary schedule includes a ~~23.5%~~23.5% increase over the schedule that was in effect for ~~2015-2016~~2017-2018. The ~~2017-2018~~2019-2020 salary schedule includes a ~~23.5%~~23.5% increase over the ~~2016-2017~~2018-2019 schedule. **[SHEA Proposal amended 10/30/18.]**

Sec 15.2 Initial Placement: Licensed Staff Members (excluding Career and Technical Education Members --see 15.2.1)-New hires shall be given credit on the salary schedule based on years of licensed experience requiring TSPC issued license or other professional licensure (e.g., Speech Language Pathologist).

Sec 15.2.1 Career and Technical Education Members - CTE certification shall qualify a teacher for placement in Column I at the step equal to years of work experience in the discipline for which the CTE teacher was hired. CTE teachers with prior teaching experience will also receive step credit for

each year of teaching experience, provided that no more than one year's credit will be given for any year.

Sec 15.2.2 The Superintendent may allot new hires up to three (3) additional vertical placement steps if they are hired for positions identified in the most recent U.S. Department of Education's Teacher Shortage Areas report for the state of Oregon. The Association must be notified of such allotments within one week of date of hire.

Sec 15.3 Whenever an employee gives up non-student contact time to substitute for another employee, additional compensation over the substituting member's daily rate shall be determined by dividing step eight (8) of Column III on the salary schedule by one hundred ninety (190) then dividing by eight (8).

Sec 15.4 The employee portion of the PERS/OPSRP contribution will be deducted from the employee's salary and forwarded by the District to PERS.

Sec 15.5 Teachers who have a current, active National Board or ASHA Certification shall receive an annual stipend in the amount of \$1,250.

Sec 15.6 Horizontal movement: Licensed staff members (excluding Career and Technical Education Members -see Sec 15.6.4) -horizontal movement shall be available to those licensed staff members who have completed sufficient quarter hours of training subsequent to the Bachelor's Degree (and TSPC certification) as indicated on the adopted salary schedule and as long as the following conditions are met:

Sec 15.6.1 The training is taken through an accredited college or university.

Sec 15.6.2 Credits earned for horizontal movement on the salary schedule must match one of the following criteria. Prior approval for horizontal advancement must be secured from the District for courses designated 300 and lower. Approval will not be unreasonably denied, and upon request the reasons for the denial will be provided in writing.

Criteria

1. Course work taken as part of a Professional Development Plan.
2. Course work in advance degree or fifth year, and/or licensure program requirements.
3. College credit courses related to the employee's teaching assignment.
4. District-approved in-service courses or workshops.

Sec 15.6.3 Official notification of credits earned must be from the college or university in the form of an official transcript or grade slip. A change in

degree status must have an official transcript or a copy of the degree. These must be on file in the District administration office prior to November 1 if the credit is to apply to a salary change for that school year.

Sec 15.6.4 Career and Technical Education (CTE) Members -CTE teachers will receive credit for movement to the next column based on college coursework, or for approved, documented training relevant to their discipline and included as part of a Professional Development Plan. Credit for training will be at the rate of 1 credit hour for each 8 hours of training.

Sec 15.6.5 When making a horizontal move from column III to IV, the teacher shall be placed on the step equating to their years of service. This may result in the teacher gaining more than one step in that year.

Sec 15.7 All bargaining unit members shall be admitted to all school-sponsored activities at no charge. The staff identification badge shall serve as the admissions pass. Admittance to school sponsored activities shall be a part of the official compensation package.

Sec 15.8 The District shall permit members who live in the District to enroll their children in the school to which the employee is assigned. The employee shall be responsible for transportation of their children. [Tentative Agreement per SHSD counter proposal #2, 5/818.]

Sec 15.9 In the event the District believes that it has overpaid an employee, it will first send a written notice to the employee advising the employee of the amount of the error, the reason for the error, and a suggested repayment schedule. A copy of the notice will be provided to the Union. The suggested repayment schedule shall not require a repayment of more than \$200 per paycheck. The employee will be given three options:

1. Accept the proposed repayment schedule;
2. Propose an alternative repayment schedule; or
3. Reject the repayment schedule.

In the event the parties are unable to agree to a repayment plan, nothing in this agreement prevents the District from seeking a repayment order from the County Circuit Court. [Tentative Agreement, 9/25/18.]

Sec 15.10 Effective July 1, 2018, the District shall pay employees on the 20th of each month with the exception of August, when employees will be paid on the first day of their contract calendar. In the event the 20th falls on a weekend or a holiday, employees shall be paid on the previous work day. [Note: clarification of language in SHSD counter proposal #2, 5/8/18, based on discussion at the table. Tentative Agreement, 9/25/18]

Sec 15.11 New hires paid in August shall be paid by physical check. [Tentative Agreement per SHSD counter proposal #2, 5/8/18.]

Article 17 - Extra Pay Conditions

- Sec 17.1 The extra pay salary schedules are attached to this Agreement as Appendix ~~B-C~~ and ~~are~~ is incorporated by this reference. If the duties of a position contained in Appendix C are performed, the individual(s) performing the work shall be paid the rates contained Appendix C. [Appendix reference updated to reflect ~~one~~two-year contract proposal.]
- Sec 17.2 Vacant extra pay positions shall be posted in accordance with Sec 9.2 of this Agreement. Bargaining unit members will be given first consideration. If the position goes unfilled then the building principal will select qualified a persons for the assignment to Athletics and Activities to fill the extra pay position as a temporary position. [Tentative Agreement per SHSD counter proposal #2, 5/8/18.]
- Sec 17.3 The salary placement of any new extra pay positions shall be negotiated with the Association.
- Sec 17.4 Extra pay of Athletics and Activities as listed shall apply only to bargaining unit members. This in no way restricts the District from securing the services of other persons not covered by this Agreement for the performance of these duties; however, compensation for non-bargaining unit members cannot exceed the levels provided in Appendix ~~BC~~. [Appendix references corrected and updated, SHEA Proposal 10/30/18.]
- Sec 17.5 For purposes of placement of coaches on the Extra Pay schedule the following conditions apply:
- Sec 17.5.1 Years of experience as a volunteer in the compensated activity shall be accepted;
 - Sec 17.5.2 Years of experience in the compensated activity with m|other employer shall be accepted;
 - Sec 17.5.3 In the event a Head Coach moves to an Assistant Coach in the compensated activity, years of experience as Head Coach shall be applied to arrive at placement on the Assistant Coach salary scale.
- Sec 17.6 A minimum of one evaluation for the extra duty assignment shall be completed every year by the Athletic Director or the Principal. Forms will be provided by the District. If, in the District's judgment, a written program of assistance for improvement (plan for improvement) is needed, then one will be established, discussed with the coach and implemented.

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Sec 17.7 A list of all extra pay positions and their salaries shall be reported to the Association President by October 15. Any subsequent additions or deletions shall be reported to the Association President within 5 days.

Sec 17.8 If a high school athletic team's season is extended due to participation in the playoffs or state competition, the participating coaches of that team will receive an additional payment of 7% of the stipend for each week the team is in the playoffs. High School Band or Vocal Instructors shall receive a one-time payment equal to seven percent (7%) of their stipend for participation in and attendance at OSAA State Competition(s). [Tentative Agreement per SHSD counter proposal #2, 5/8/18.]

Sec 17.9 Employees will not be asked nor required to perform janitorial work.

Article 18 - Base Hourly Per Diem Rate

Sec 18.1 Base hourly per diem rate will be paid for District-approved after-school clubs, curriculum work, material selection, and staff development. The hourly rate is determined by dividing step ~~1-4~~ of the beginning Column III (BA+45) of the salary schedule by one hundred ninety (190) then dividing by eight (8). [Amended 10/30/18]

Sec 18.1.1 Material Selection Committee can receive up to six (6) hours of pay for a given year.

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:

	2016-2017 <u>2018-2019</u>	2017-2018 <u>2019-2020</u>
Employee Only:	\$ 719 <u>\$652</u>	\$ 755 <u>\$685</u>
Employee Plus Spouse:	\$ 1,515 <u>\$1,374</u>	\$ 1,591 <u>\$1,443</u>
Employee Plus Children:	\$ 1,335 <u>\$1,211</u>	\$ 1,402 <u>\$1,271</u>
Family:	\$ 2,135 <u>\$1,936</u>	\$ 2,242 <u>\$2,033</u>

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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
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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: equal to one-tenth (1/10) of the maximum annual employer contribution permitted by law. See 20.1.2.2~~
~~-----Except as provided in Sec 20.1.2.1, 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.~~

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.

Article 21 - Educational Development and Improvement

Sec 21.1 Subject to the limitations in the remainder of this article, the District reimbursement will not exceed the rate charged by Portland State University or the Division of Continuing Education. If an employee does not use all the money allocated, the money available for that employee's tuition reimbursement may be accumulated up to an amount equivalent to 16 hours tuition payable in any given year.

Sec 21.1.1 Employees in their first two (2) years of employment in the District and who are initially placed at step three (3) or below will accrue six (6) hours tuition per year.

Sec 21.1.2 Employees with three or more years of employment in the District or who are initially placed at step four (4) or above on the salary schedule will accrue four (4) hours tuition per year.

Sec 21.2 The District may either reimburse members or directly pay the college/testing company for the cost of courses, workshops, or tests described in Sec 21.4. Teachers are required to submit proof of completion of such courses within ninety (90) days of the posting of final grades or forfeit the prepaid amount.

Upon failure to provide proof of course completion or a grade report demonstrating a passing grade as described in this Article, the District shall deduct the total amount prepaid on the employee's behalf over the next three (3) payroll periods in equal amounts. This provision can only be waived if the student furnishes documentation from the college indicating the college is the cause of the delay.

Sec 21.3 It is the responsibility of the employee to see that evidence of satisfactory course completion (as evidenced by a transcript with grade of "C" or better, including a "Pass" option; grade slip; or college website printout) and/or test results are submitted to the personnel office within 90 days of satisfactory completion.

Sec 21.4 Employees may request District funding for enrollment in course, workshops, and tests. The course, workshop, or test must meet one of the following criteria or be approved by the employee's principal. Employees may but will not be encouraged to use tuition reimbursement for District initiatives. [Amended SHEA proposal, 5/24/18; Tentative Agreement 9/25/18]

Criteria

1. Course work taken as part of a Professional Development Plan.
2. Course work in advance degree or fifth year, and/or licensure program requirements.
3. College credit courses related to the employee's teaching assignment.
4. District approved in-service courses or workshops.
5. Required test for certification or required licensure with passing score.

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Sec 21.5 The District shall allocate \$90,000 per fiscal year for tuition reimbursement. The District will notify the Association any time the unallocated fund balance reaches five percent (5%) of the amount allocated. [Tentative Agreement, 9/25/18]

~~Sec 21.5 .1 The District will notify the Association any time the unallocated fund balance reaches five (5) percent of the amount allocated.~~

~~Sec. 21.7 Members shall be paid for pre-approved District initiated educational meetings, trainings, conferences, workshops, observations or events of a similar nature held outside of the contract year, at the rate described in Article 18.1, up to eight (8) hours of attendance per calendar day. Compensation shall not be paid for employee directed or initiated educational meetings, trainings, conferences, workshops, observations, or events such as college course work that happens to align with a district initiative. Compensation paid under this section shall not be deducted from the reimbursement fund detailed in Section 21.5~~

Appendix A: ~~2016-2017~~2018-2019 Salary Schedule

Step	I	II	III	IV	V
	BA	BA+30	BA+45	BA+75/ Masters	BA+105/ Masters+30
1	\$41,561	\$42,809	\$43,183	\$45,262	\$47,714
	\$39,369	\$40,550	\$40,905	\$42,874	\$45,196
2	\$43,060	\$55,691	\$44,847	\$47,511	\$49,793
	\$40,788	\$41,969	\$42,480	\$45,004	\$47,166
3	\$44,596	\$45,802	\$46,466	\$48,835	\$51,869
	\$42,243	\$43,386	\$44,015	\$46,259	\$49,132
4	\$46,093	\$47,340	\$48,131	\$50,665	\$53,990
	\$43,664	\$44,842	\$45,594	\$47,992	\$51,144
5	\$47,631	\$48,835	\$49,750	\$52,452	\$56,069
	\$45,118	\$46,259	\$47,125	\$49,684	\$53,110
6	\$49,127	\$50,373	\$51,413	\$54,280	\$58,146
	\$46,535	\$47,716	\$48,700	\$51,416	\$55,078
7	\$50,665	\$51,869	\$53,035	\$56,069	\$60,226
	\$47,992	\$49,132	\$50,237	\$53,110	\$57,048
8	\$52,162	\$53,408	\$54,654	\$57,855	\$62,343
	\$49,410	\$50,590	\$51,770	\$54,803	\$59,054
9	\$53,699	\$54,904	\$56,316	\$59,682	\$64,423
	\$50,865	\$52,007	\$53,345	\$56,534	\$61,024
10	\$55,194	\$56,442	\$57,937	\$61,470	\$66,501
	\$52,282	\$53,463	\$54,880	\$58,227	\$62,992
11	\$56,717	\$57,937	\$59,600	\$63,257	\$68,578
	\$53,724	\$54,880	\$56,456	\$59,920	\$64,960
12	-	-	\$61,222	\$65,086	\$70,698
	-	-	\$57,992	\$61,652	\$66,968
13	-	-	-	\$66,873	\$72,775
	-	-	-	\$63,345	\$68,936
14	-	-	-	\$68,661	\$74,854
	-	-	-	\$65,038	\$70,905
15	-	-	-	\$70,491	\$76,931
	-	-	-	\$66,771	\$72,872
16	-	-	-	\$72,277	\$79,052
	-	-	-	\$68,463	\$74,881

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

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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	\$ 43,016 \$40,156	\$ 44,307 \$41,361	\$ 44,695 \$41,723	\$ 46,846 \$43,731	\$ 49,383 \$46,100
2	\$ 44,567 \$41,604	\$ 57,640 \$53,808	\$ 46,416 \$43,330	\$ 49,174 \$45,904	\$ 51,536 \$48,109
3	\$ 46,157 \$43,088	\$ 47,405 \$44,253	\$ 48,093 \$44,895	\$ 50,545 \$47,184	\$ 53,684 \$50,115
4	\$ 47,706 \$44,534	\$ 48,997 \$45,739	\$ 49,815 \$46,503	\$ 52,439 \$48,952	\$ 55,879 \$52,164
5	\$ 49,298 \$46,020	\$ 50,545 \$47,184	\$ 51,492 \$48,068	\$ 54,288 \$50,678	\$ 58,031 \$54,173
6	\$ 50,847 \$47,466	\$ 52,137 \$48,670	\$ 53,212 \$49,674	\$ 56,179 \$52,444	\$ 60,181 \$56,180
7	\$ 52,439 \$48,952	\$ 53,684 \$50,115	\$ 54,892 \$51,242	\$ 58,031 \$54,173	\$ 62,334 \$58,189
8	\$ 53,988 \$50,398	\$ 55,277 \$51,602	\$ 56,567 \$52,806	\$ 59,880 \$55,899	\$ 64,525 \$60,235
9	\$ 55,578 \$51,883	\$ 56,825 \$53,047	\$ 58,287 \$54,412	\$ 61,771 \$57,664	\$ 66,677 \$62,244
10	\$ 57,126 \$53,328	\$ 58,417 \$54,533	\$ 59,965 \$55,978	\$ 63,621 \$59,391	\$ 68,828 \$64,252
11	\$ 58,702 \$54,799	\$ 59,965 \$55,978	\$ 61,686 \$57,585	\$ 65,471 \$61,118	\$ 70,978 \$66,259
12	-	-	\$ 63,365 \$59,152	\$ 67,364 \$62,885	\$ 73,172 \$68,307
13	-	-	-	\$ 69,214 \$64,612	\$ 75,322 \$70,314
14	-	-	-	\$ 71,064 \$66,339	\$ 77,474 \$72,323
15	-	-	-	\$ 72,958 \$68,107	\$ 79,623 \$74,329
16	-	-	-	\$ 74,807 \$69,833	\$ 81,819 \$76,379

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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, CCEC 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 <u>Employee</u> , 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

19	\$1,060	\$1,272	\$1,590	\$2,120	Additional Coach-Paid for by Associated Student Body funds
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- 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