

**St. Helens School District  
Counter Proposal  
9/25/18**

**Article 1**

- 1.2.1 Tentative agreement – 5/8/18
- 1.2.2 Tentative agreement – 4/10/18
- 1.2.3 Tentative agreement – 5/8/18
- 1.2.3.1 Tentative agreement – 5/8/18
- 1.2.3.2 Tentative agreement – 5/8/18

All changes around the words Employee vs. Teacher.

**Article 2**

- 2.1 Upon appropriate written request from the employee, the District shall deduct from the salary of any employee and make appropriate remittance for only the following deductions. **No other deduction shall be permitted without the written agreement of the district and the employee.**

In this instance the District feels it is appropriate to clarify that it is the employee's right to request a deduction.

- 2.3 **The district acknowledges the need for language, but feels the need to wait for legal guidance to align with other districts across the state.**

It seems that this is an issue that is beyond SHEA and SHSD. I'm wondering if David and Peggy can provide us with common language used by other school districts and associations to resolve the issues created by the Janus ruling.

- 2.6 **Tentative agreement with the replacement of deduction for the word reduction.**

The District is fine with the change in wording.

- 2.7.1 Tentative agreement – 5/8/18

- 2.8 The district agrees in concept and wants to maintain equity across the employee group, but again feels the need for legal guidance through the courts to determine the best language.

**Article 3**

No issues

**Article 4**

The district would like to suggest a 1 year contract for the 2018-2019 school year.

**Article 5**

No issues

**Article 6**

No issues

**Article 7**

No issues

**Article 8**

No issues

**Article 9**

9.5.2 Tentative agreement – 4/10/18

9.5.6 Tentative agreement – 5/8/18

**Article 10**

10.3.1 Tentative agreement – 5/8/18

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. Flexible ~~work~~ hours will be mutually arranged with the building principal 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.

The District is comfortable removing the language “except in cases of emergency” and feels if there is a true emergency staff would not need to be directed to act, as they would do what is best for students and themselves to be safe.

In regards to flexible work hours, the District believes the current practice allows for reasonable flexibility for both staff and building leaders. Unscheduled end of the day flex time has the potential to limit availability of staff to meet with parents and colleagues.

10.5.1 The required attendance of members at no more than three (3) professional obligations outside the contract day such as Parents' Night, Back-to-School Night, and curriculum nights shall be without additional compensation. Principals will, prior to the start of each school year, identify and report to the superintendent and staffs those night meetings where attendance is expected. The Association and District staff shall monitor the extent of such obligations. By September 15, the SHEA President will receive a list from the District by building of those night meetings to be required of staff, and the anticipated dates for each. Staff shall receive at least forty-five (45) days notice of any change in dates due to extenuating circumstances.

Departmental, building, and District-wide meetings shall be contiguous to the regular workday. (Contiguous will be defined as beginning 20 minutes after the last student contact in any of the affected buildings.) All building, departmental, or District-wide meetings shall be held during the workday whenever possible. Part-time members required to return to school for departmental or building meetings outside the member's regular workday shall be compensated for the time spent in the meeting at the individual's hourly rate contiguous to the regular workday.

The District believes that part of a teacher's professional work is supporting co-curricular evening events. The District acknowledges that many staff members participate in these events. The District is interested in developing a consistent practice between schools by setting a reasonable threshold when staff serve beyond expected professional work and should receive additional compensation.

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.

The District is in favor of removing the redundant language.

10.14 Tentative agreement – 5/8/18

### **Article 11**

11.5 ~~Case managers who have caseloads of twenty (20) or more at the secondary level shall be provided at least one (1) consult period per day.~~

The District appreciates the concern of high caseloads, but wants to reserve the right to address it through other means such as sharing caseloads with other Sp. Ed. staff or providing additional days.

**Article 12**

12.1 The District will determine the teaching load for teachers based on minimum standards for Oregon Schools.(OAR-581-022-~~1630~~ 2335)

The District agrees to correct the OAR number.

12.2 District Class Size Committee jointly appointed with a minimum of six members, co-chaired by an Association and District representative, shall meet to review class size and related issues.

a. The Superintendent and the Association President shall jointly provide direction to the District Committee on an annual basis and not later than October 15 each year.

b. The District Committee shall recommend additions and/or modifications in District policy, procedures, and practices.

c. The District Committee may develop long range plans, including goals and objectives as well as plans for implementation.

d. The District Committee shall make recommendations about funding priorities, program modifications through the District’s budget process, and guidelines for class size and class makeup. The guidelines will be reviewed regularly and adjusted to improve instruction and to balance the workload of faculty.

12.3 Each school faculty will nominate and elect employees to serve on a school class size committee to assist the school principal and staff in maintaining equitable class sizes based on numbers of students as well as the makeup of each class.

a. A District Class Size Committee will monitor individual class size and class makeup and assist in resolving problems which are beyond the means and/or authority of school committees.

The District and Association agree that students are better served when class sizes do not reach the point that makes learning more difficult. The District fears class size caps could place an undue fiscal burden on the district, especially during economic down turns. The District is committed and has demonstrated over the past two years that a process is in place to address class size concerns. The District’s counter proposal outlines and welcomes the Association’s partnership to address class size concerns.

**Article 13**

13.3.3 Tentative agreement 4/10/18

13.4 A bank of sick leave for catastrophic events shall be established under the following conditions:

13.4.2 Contributions of sick leave days, for catastrophic illness, by employees shall be voluntary.

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.

13.4.5 Sick time hours are not eligible for use or transfer to the sick leave bank for catastrophic illness.

The District is agreeable to the language clarifying the use of the Association's sick leave bank.

13.5 Tentative agreement 4/10/18

13.6 Discretionary Leave. Up to ~~four (4)~~ six (6) half days or ~~two (2)~~ three (3) full days of leave shall be granted each year to each employee to attend to personal matters according to the following parameters; ~~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.~~

((SHEA WILL CHOOSE ONE or PROPOSE ONE OF THEIR OWN))

a. Personal time off days will not be used to extend winter and spring breaks, holiday weekends or holiday periods, nor can they be used on the first and last days of the contract year nor the first and last student contact days of the year.

b. For exceptions to the days listed in section "a" above, taking personal time off for extenuating circumstances will be considered upon request made to the principal or supervising administrator.

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a. When circumstances permit, leave will be requested at least two (2) working days in advance. Such leave shall only be allowed if a licensed substitute is available.

b. Teacher must ensure that a qualified substitute is available and scheduled for the time period of the discretionary leave unless circumstances prohibit, such as a personal emergency.

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a. Discretionary leave may be requested within a minimum of 48 hours' notice to the Superintendent or his designee, except in an emergency. "Emergency" means any condition or set of circumstances of an unanticipated and pressing nature which requires the presence of the member and calls for immediate action.

b. Discretionary leave shall not be used as a means of, or during, a work stoppage. Parent teacher conference days, and inservice days are excluded from use, except for emergencies.

c. No more than five percent of the unit members may use discretionary leave on the same contract day, except in cases of emergency, as defined in Section 13.1(B), above. Requests will be granted on a first come basis.

d. If a substitute is not available to staff the position, the member will be notified not less than 24 hours prior to the scheduled leave, whereupon the leave will be canceled and may be rescheduled, except in cases of emergency, as defined in Section 13.6(a), above.

Use of this leave must be submitted and approved through the District leave request system. Employees will be compensated for up to two unused discretionary day per year at ~~who do not use discretionary days or carry the day over to the next year will be paid~~ the current substitute teacher pay rate as published by the Oregon Department of Education. Reimbursement will be issued by August 30th.

The District wishes to avoid uncovered teaching positions created by the use of discretionary days. It is willing to add an additional discretionary day with the addition of some language that controls the impact on staff and students. Originally discretionary days were for appointments not sick leave eligible, yet could not be rescheduled by the employee such as for signing loan documents. Requiring staff to document and seek approval led to inconsistencies in administrative approval and created situations where not all staff accurately reported how they were using their discretionary days. The district continues to support the non-reporting of how discretionary days are used to avoid these situations. With that said, discretionary days have essentially become vacation days. With that understanding and acknowledgement we need some mechanism to prevent classes from going uncovered and/or teachers being asked to cover classes disproportionately. During our last negotiation we tried to address the issue by adding money to the payout for unused days. It still remains an issue. Above are three different ways to manage discretionary days. It does not matter to the District which is used, just that language needs to be used to reduce the impact it is having on instruction. If the Association is agreeable to one of the above or another they prefer, the district is willing to add a day without adding additional payout for non-used days.

13.10 Tentative agreement – 4/10/18

13.11 Tentative agreement – 4/10/18

13.17.2 Tentative agreement – 4/10/18

#### **Article 14**

14.9 Tentative agreement – 5/8/19

**Article 15**

15.1 The salary schedule for 2018-19 is attached to this Agreement as Appendix A and is incorporated by this reference. The 2018-19 salary schedule includes a 3% increase over the schedule that was in effect for 2017-18 .

The District has concerns over rising and health care and PERS Costs. Without additional resources to offset those costs, the district is uncomfortable extending the contract beyond the end of the biennium.

15.8 Tentative agreement -5/8/18

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 association. 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 for the County Circuit Court.

The District intent for this section is to provide guidance and predictability for staff in the event of an overpayment.

15.10 15.10 Effective July 1, 2019, 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 contracted calendar. In the event the 20th falls on a weekend or a holiday, employees shall be paid on the previous work day.

The District is interested in having a consistent pay day and agrees to the Association’s counter language to clarify weekends or a holiday. Unfortunately through further research the district would need to shift all new hire’s first paycheck to September 20th in order to avoid more than a five weeks between pay periods.

15.11 Tentative agreement – 5/8/18

**Article 16**

No Issues

**Article 17**

17.1 The extra pay salary schedules are attached to this Agreement as Appendix B and are incorporated by this reference. **If the duties of a position contained in Appendix B are performed, the individual(s) hired to perform the work shall be paid the rates contained in Appendix B.**

The District seeks to clarify the Association’s language by adding “hired”, other than that the District is agreeable to the language.

17.2 Tentative agreement – 5/8/18

17.8 Tentative agreement – 5/8/18

17.9 **Employees will not be asked nor required to wash windows, empty trash, or sweep and vacuum floors.**

The District seeks to clarify the Association’s language by adding details. It is also understood that there is a clear distinction between asking and requiring and staffing doing it on their own accord.

**Article 18**

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 **of the ~~beginning salary schedule~~ column 4** by one hundred ninety (190) then dividing by eight (8).

The District believes it is reasonable and agreeable to the adjustment of hourly rate to step 1 column 4 as most teachers now start teaching with a masters degree.

**Article 20**

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 OEGB offered plans selected by the Association effective October 1 of each year:

	2018 - 2019
Employee Only:	\$685
Employee Plus Spouse:	\$1,443
Employee Plus Children:	\$1,271
Family:	\$2,033

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

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.

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

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:

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

20.1.2.1 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.

20.1.2.1 ~~In addition to the above, in October of each year, members who are age 55 or older as of October 1 will receive an additional catch-up contribution of \$1,000 to their HSA.~~

The District is not in support of the \$1000 catch-up HSA contribution proposed by the Association. As stated previously, the District is focused on maximizing salary to give staff a choice regarding how they spend their money.

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.

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

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.

- 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.
- 20.3.2 Subject to the rules and regulations of the insurance carrier, OEGB, 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 amount equal to 27.5% of the family insurance contribution in Sec. 20.1, less any imposed surcharges.
- 20.4 Bargaining unit members not covered by 20.3 above may opt out pursuant to 20.3.2 above.
- 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.
- 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.
- 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.
- 20.8 For the term of this Agreement the District shall offer an IRS Section 125 plan.
- 20.9 The District acknowledges the Affordable Care Act as it relates to temporary teachers.

The District is not interested in adding money to health benefits and as stated earlier is committed to adding money to salary. The District continues to be interested in restructuring health benefits comparable to other districts. The District is committed to passing some of the savings onto staff.

- 20.1.2.1 The District is not in support of the \$1000 catch-up HSA contribution proposed by the Association. As stated previously, the District is focused on maximizing salary to give staff a choice regarding how they spend their money.

**Article 21**

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.~~

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.
6. ~~Approved workshops clock hours for advancement on the salary schedule. Twelve (12) clock hours of workshop time shall be equal to one quarter (1/4) hour of college credit.~~

The District is agreeable to the language in the opening paragraph with the addition of “may, but”. Criteria 6 is an interesting concept, yet the District envisions extensive issues with which workshops or conferences would be approved for credit and wonders how hours would be tracked. Further work is required to iron out the details.

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.

The district is agreeable to the contract language proposed by the Association and believes it will help inform staff.

21.6 ~~Upon District receipt of new/renewed TSPC licensure, members with unused tuition reimbursement hours shall be reimbursed for TSPC licensure, members with unused tuition reimbursement hours shall be reimbursed for TSPC charges related to the new or renewal licensure.~~

The District believes tuition reimbursement is designed to encourage staff to participate in self-selected professional development and does not support this language proposed by the Association.

21.7 ~~Effective January 1, 2019, Members shall be paid for pre-approved District directed and initiated educational meetings, trainings, conferences, workshops, observations or events of a similar nature held outside of the contract year, at the member’s daily salary rate described in article 18.1 up to 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 This will not be deducted from the tuition reimbursement fund detailed (Sec 21.5) at an individual’ total (Sec 21.5), nor any individual’s tuition reimbursement fund.~~

The District is supportive of the Associations proposed concept with the change in language. The District is trying to clarify that only those educational meetings, trainings, conferences, workshops, observations or events directed and planned by the District for staff would be paid. We also need to make sure staff taking classes for credit or licensure in the summer do not expect to be paid.

**Article 22**

No issues

**Article 23**

No issues

**Article 24**

No issues

**Article 25**

25.8 ~~The District shall notify the Association president by December 15 of any member who is in danger of non-renewal. Prior to non-renewal, a teacher shall be provided a “plan of awareness” which identifies specific areas of concern and lays out a fair plan to address those concerns.~~

The District believes in the concept of a “plan of awareness” yet maintains it belongs in an evaluation procedures manual rather than in a contract and is more of a notification of concerns rather than a formal plan. A notice of concern will be utilized by the district and shared with the association.

**Article 26**

26.9 Tentative agreement – 5/8/18

26.11 Student Discipline

Disruptive student behavior will not be allowed to hinder the progress of the class. When a student’s behavior interferes with the classroom instruction or threatens the health, safety or welfare of the employee, other employees, or other students, the employee shall be authorized to send the student or students to the school’s designated location. Appropriate measures to deal with disruptive behavior, including both temporary and permanent removal from class, will be included in the policy handbook, student handbook, and teacher handbook in each building.

The District will ensure that all buildings have a discipline plan in place by September 15. The site-based plan will include the designation of a location for students to be sent who are compromising the safety of staff or other students, possible responses to student behaviors, structures of communication between teachers and administrators regarding student behaviors, and ways staff could recognize positive student choices.

The parties recognize that the primary responsibility for student conduct rests with the classroom teacher, but the building plan shall list the kinds of support and how the teacher can access support from others, including building administrators, counselors, and District specialists, and including the steps that will be taken if a student threatens or harasses a teacher. In the exercise of their responsibility, members and building administrators shall observe the provisions of the handbooks in handling disciplinary problems in the classroom and will provide annual notification of the standards and procedures contained therein.

#### 26.11.1 Administrative Support

A member who is assigned to teach or supervise a student may ask the building administrator(s) to discuss any disruptive situation involving that student and explain how the situation was handled and any ongoing developments.

If the teacher completes a written behavioral referral to the Principal, the teacher will receive written feedback about the action taken within a reasonable time frame, generally expected to be forty-eight (48) hours.

The District will establish procedures for alerting teacher(s) whose name(s) appears on a targeted list threatening violence or harm to the district employee and when threats of violence or harm are made by a student or others.

The District shall assist the employee desirous of filing complaints with law enforcement agencies against any individual who physically, verbally, electronically, or telephonically abuses, intimidates, or interferes with a member performing his/her duties for the District.

#### 26.11.2 Information Sharing

The District will seek to obtain from juvenile authorities available information concerning students enrolled in District schools who have been adjudicated by the criminal law system, and information about the nature of their offense. School officials will set up procedures so that this information will be available, in accordance with the law, to members who have a “need to know” as a result of an assignment to teach or supervise the student.

Student 504 Plans, IEPs, disciplinary records and Behavior Plans, including behavioral goals and required behavioral modifications, will be made available to all teachers assigned to teach such students within thirty (30) days of the District having possession of those documents.

The District will attempt to obtain the files for students who transfer into the District schools as soon as possible. Each school will use the District records request form and will establish procedures to share relevant student information with members who are assigned to teach or supervise them.

The District and Association has the same desire to keep staff and students safe and suggest the above language as a counter to the Association's proposal. The above language is in line with State Law as well as IDEA and 504 Federal Laws.

**Article 27**

No issues

**Article 28**

No issues

**Article 29**

Language correction/change of teacher to employee.

**Article 30**

No issues

**Article 31**

No issues

## **Article 32**

- 32.1 The district recognizes that its financial health is directly correlated to its ability to fund the collective bargaining agreement and the employee's compensation package. It is important for there to be on-going conversations regarding the District financial status so that representatives of the Union have information as it develops rather than waiting until a crisis occurs. To that end, the district will provide a monthly cash flow statement for the District's general fund to the Association President.
- 32.3 If the District is considering a reduction of the employee work year, the Administration will notify the Union a minimum of thirty (30) calendar days prior to the recommendation to the School Board. During this period of time, the Union can request a meeting with the Administration to discuss the recommendation and other potential options.
- 32.4 If the District closes its schools because of lack of funds, no member of the bargaining unit shall be entitled to any of the monetary benefits provided in this Agreement while the schools are closed.

The District appreciates the emotional angst the Funding sections cause Association members, yet it strongly cautions the Association from negotiating it away. At some point it was placed in the contract to protect the Association and create transparency. Similar language can be found in other contracts. The following language was removed during our last negotiation. It provided the district the ability to cut 4 days from the contract without conversation. The District understood why this created issues for Association members and such agreed to deleting it from the contract in 2016.

~~32.2 — In the event of a revenue shortfall, as determined by the Board, the number of workdays for licensed bargaining unit members may be reduced annually by up to 4 days from 190. The reduction in school days in this Section will not affect health insurance benefits.~~

## **Extra Duty Salary Schedule**

- The District does not support adding CCEC Director to row 4.  
The Director of CCEC is a Head Teacher which currently is on row 12.
- The District is supportive of adding .25% to each step rather than .5% to row 13.  
The District prefers to add additional compensation that benefits all staff, yet is willing to increase middle school coaching stipends slightly.
- The District is supportive of adding National Honor Society to row 17.  
The District is supportive of providing fair compensation to staff serving as advisors to clubs. It is interested in considering an updated format to the extra-duty salary schedule for future contracts that may include categories to accommodate the additions of new clubs.