

HRUSD-HRTA Negotiation Update

Provided by the Hart-Ransom Union School District

Negotiation Date: January 30, 2017

- **Overview**

- On Monday, January 30, 2017, HRUSD and HRTA met for the third day of negotiations for the 2016-2017 school year. It was yet another positive and productive day of negotiations, and the parties worked well together throughout the day.
 - A total of fifteen (15) proposals were discussed between the parties. Of those, the parties reached complete “table agreement” on eight (8) proposals, the district withdrew one (1) proposal, and the remaining six (6) proposals remain under discussion by the parties.
 - HRTA accepted the district’s offer of a **5% increase to the salary schedule**, and no increase to the health benefit cap.
 - The full text of the parties’ table agreements and items still under negotiation is provided below.
 - The district is looking forward to continuing negotiations with HRTA in a couple of weeks, and anticipates having ongoing positive and productive discussions together as we continue to work toward a full tentative agreement.
- Items With Table Agreement: 23 (one of these constitutes partial agreement)
 - Items Under Discussion: 6
 - Items Withdrawn: 2
 - Tentative Agreement: Not reached as of yet
 - Next Negotiation Session: Friday, February 17, 2017

The parties’ table agreements and items still under negotiation are attached.

Table Agreements: HRUSD - HRTA

January 30, 2017 @ 4:00 PM

Appendix B - Salary Schedule

On 1/30/2017, the parties agreed to the following:

A **5%** increase to the salary schedule, retroactive to July 1, 2016 (retroactively effective starting with each employee's first paycheck of the current school year).

No increase to the health benefit cap for the 2016-2017 school year.

Article 3: Leaves of Absence

Section 3.1 - Sick Leave - Table 1

On 12/12/2016, the parties agreed to the following language:

Table 1 - Sick Leave Days for Calculation Purposes

Month Employed	Number of Sick Leave Days
September August	10
October September	9
November October	8
December November	7
January December	6
February January	5
March February	4
April March	3
May April	2
June May	1

Article 3.5 - Industrial Accident Leave

On 1/23/2017, the parties agreed to the following language:

During this leave of absence, provided the employee has or will receive full salary payment directly from the district, the employee ~~may~~ shall endorse to the District ~~the any~~ temporary disability indemnity checks received on account of his/her industrial accident or illness. The District, in turn, shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement, disability indemnity, if any, actually paid to and retained by the employee for periods covered by such salary warrants.

Article 3.6 - Bereavement Leave

On 12/12/2016, the parties agreed to the following language:

An employee shall be entitled to paid bereavement leave, not to exceed five (5) days for the death of a parent, spouse or child. An employee shall be entitled to up to three (3) days of paid bereavement leave for the death of a member of the family, or five (5) days if out-of-state travel is required. ~~An employee shall be entitled to paid bereavement leave, not to exceed five (5) days for the death of a parent, spouse or child.~~ Members of the family, as used in this paragraph, means: grandmother, grandfather, or a grandchild of the employee, or the mother, father, child, grandmother, grandfather, or a grandchild of the spouse of the employee, and the son-in-law, daughter-in-law, brother, ~~or~~ sister, brother-in-law, and sister-in-law, ~~of the employee~~, aunt, and uncle, first cousin of the employee, or a person who was, at the time of death, a permanent member of the employee's household. Employee shall also be entitled to paid bereavement leave, not to exceed ½ day, for the death of a current student and or parent/guardian of a current student.

Article ~~3.7 A~~ 3.7.1 - Personal Necessity Leave

On 1/23/2017, the parties agreed to the following language:

Employees shall complete the appropriate District absence request form and submit it to ~~the superintendent or administrative assistant for his/her~~ their immediate supervisor for approval and signature a minimum of two business days prior to using personal necessity leave, except if the leave falls under areas as enumerated below. In those instances, employees will complete the appropriate District absence request form the same day when they return to work and submit it to their immediate supervisor for approval and signature. ~~the superintendent or administrative assistant.~~

Article ~~3.7 B~~ 3.7.2 - Discretionary Days Leave

On 12/12/2016, the parties agreed to the following language:

~~Effective July 1, 2006,~~ Except for work slowdown, stoppage, or any other concerted activities, an employee may use up to four (4) days of personal necessity leave per school year at his/her discretion. ~~Those employees who qualify for previous discretionary days of 5~~

~~per year, will be grandfathered into the contract based on the following:~~

~~The number of discretionary days will be determined on October 1 for each employee for the current school year.~~

~~5 days when the records show at least 125 days of accumulated sick leave~~

~~The employee shall complete the appropriate District Form and submit it to the Superintendent or administrative assistant for his/her signature prior to using Discretionary Leave.~~

~~If an employee drops below the required number of accumulated sick leave days to maintain 5 days as outlined above, they would then be subject to the maximum of 4 discretionary days.~~

On 1/30/2017, HRUSD withdrew its additional language proposal regarding Article 3.7.2.

Article 3.9 - Judicial Leave

On 1/30/2017, the parties agreed to the following language:

An employee shall receive full pay, minus any payments received for jury duty, if called to sit on a jury or be subpoenaed as a witness in court on a matter where the employee is not a party. The employee shall submit to the District verification of any fees received excluding any mileage payments or meal expenses. Employees notified by a County Jury Commissioner to serve on stand-by jury duty will be provided a full day substitute if required to call in for jury duty during the school day. The employee must relinquish payment received for jury duty to the district in order to receive full pay for the day. If the employee is required to call in or report to jury duty later in the day, the employee shall report to work at the normal start time in the morning. If the employee is released from court prior to the end of the professional day, the employee must then return to work provided that it is possible to do so prior to at least one (1) hour before the end of the professional day. The employee must provide the District with a copy of the summons or subpoena within three business days of receipt of the summons or subpoena a minimum of one (1) week prior to the date the employee is scheduled to appear in court.

Article 3.11 - Family Care and Medical Leave

On 12/12/2016, the parties agreed to the following language:

Verification by ~~her~~ a physician or licensed medical practitioner may be required by the employer to validate the serious health condition of the employee, child, spouse, or parent. The employer may not require the physician or licensed medical practitioner to disclose the nature of the health condition, but may require the confirmation that the family member has a serious health condition requiring the employee's care.

Family care leave is an unpaid leave of absence except for days which run concurrently with paid leave. The employer shall maintain benefits at the employer's regular contribution level

for the duration of the leave ~~taken under Article XIV~~, not to exceed twelve (12) weeks in a twelve (12) month period. The employer will recover the premium paid for the employee during the leave if the employee fails to return from leave after the period of leave has expired for a reason other than the continuation, recurrence, or onset of a serious health condition that prevents the employee from returning to duty except that the employee remains liable for such premiums if he or she fails to return to work when able to do so.

Article 4: Teacher Evaluations

Article 4.1.2 - Teacher Performance - Evaluation and Assessment Guidelines

On 1/30/2017, the parties agreed to leave the language of this section unchanged (status quo).

Article 4.7 - Remediation

On 1/23/2017, HRUSD withdrew its proposal regarding this section.

Article 5: Peer Assistance and Review

On 1/23/2017, HRUSD withdrew its proposal regarding this article.

Article 7: Class Size

Article 7.4 - Class Size (Kindergarten)

On 1/30/2017, the parties agreed to the following language:

The District will provide a substitute teacher in the overflow Kindergarten classroom when the overflow teacher reaches 28 students **at the beginning of the school year**. The substitute will be in the classroom from the first day of school to help until final class needs and configurations are determined.

Article 8: Teaching Conditions

On 12/12/2016, the parties agreed to the following language:

Article 8.5 - ~~Enrichment~~ **Preparation Periods**

On 1/30/2017, HRUSD withdrew its proposal of a new section (8.7) regarding Parent Conferences.

Article 10: Professional Development Day

On 12/12/2016, the parties agreed to delete Article 10 completely, and renumber the subsequent articles accordingly.

[Article 10 was put in place when the district received a source of categorical funding called the "Professional Development Block Grant." This funding source has not been in existence for a number of years. Article 10 was intended to provide definition and clarity at a time when that funding was new and one day was being added to the teachers' work year. The funding source that prompted the existence of this article no longer exists, and proper clarity regarding teachers' responsibilities is currently provided in Article 8.]

Article 11: Units Toward the Salary Schedule

Article 11.5 - Units Toward the Salary Schedule

On 12/12/2016, the parties agreed to the following language:

Approval must be received from the ~~principal or~~ superintendent prior to taking a class for salary schedule advancement. An employee will submit a request for course approval on the appropriate District form to the ~~principal or~~ superintendent.

On 1/30/2017, the parties agreed to the following language:

Approval must be received from the superintendent prior to taking a class for salary schedule advancement. An employee will submit a request for course approval on the appropriate District form to the superintendent, and must include sufficient documentation of course content and course requirements, which may include including, but not be limited to, course outline(s), and/or syllabus/syllabi, and/or written communication from the college or university specifying the course content and course requirements. If the request for course approval does not include sufficient supporting documentation, the employee will be notified and the submitted course(s) will not be considered. The request for course approval will be considered as being received when it includes the required sufficient supporting documentation.

The superintendent or designee shall communicate to the employee a decision regarding approval or disapproval of submitted class(es) within ten (10) school days after the course requests form(s) are received at the district office if submitted during the school year, and within fifteen (15) business days after the course requests form(s) are received at the district office if submitted outside of the school year. If the superintendent or designee does not provide this notification of approval or disapproval within the timeframes outlined above, the submitted class(es) shall be considered to be approved.

Article 13: Transfers and Reassignment

Article 13.1.1 - Transfers and Reassignment - Definitions

On 1/23/2017, the parties agreed to the following language:

Reassignment: change in grade level at K-6 or change in class assignment at the 7-8 (i.e., English to Math, ~~High-Average Math to Algebra~~, etc.)

Article 13.2 - Teacher Openings

On 1/23/2017, the parties agreed to the following language:

13.2.1 Teacher openings in the District may be filled by existing staff or by new employees selected by eligibility lists providing that existing staff applicants are considered and accepted or rejected for openings prior to candidates on the eligibility lists. If an opening occurs after the school year begins, the District may fill it on a temporary basis until the end of the school year without opening it to existing staff. The position so filled shall be considered an opening for the succeeding school year. ~~It shall be opened first to the~~ "Existing staff" at the time when the position was originally considered an opening **shall be considered for the opening before outside candidates.**

13.2.2 ~~During contracted days of work, the first teacher work day through the last teaching day of the school year,~~ Teaching openings will be posted for **a minimum of three** (3) working days. Certificated staff members may apply for the posted position by completing the appropriate form and submitting it to the ~~principal~~ **superintendent by the deadline**. Openings will be posted **by the administration** in designated areas in the staff room **and/or on an electronic job posting venue.** ~~by the administration.~~

~~The District will mail to all certificated staff notices of all staff openings over the summer. If a mailing is necessary, the administrator charged with filling the vacancy will delay his/her decision for five (5) calendar days from the day the letter(s) were post marked, and make his/her decision on the sixth calendar day.~~

Article 13.5 - Preparation Time and Assistance

On 1/23/2017, the parties agreed to the following language:

An employee reassigned during the school year ~~may be allowed up to~~ **will be given** three (3)

days of paid release time for preparation prior to the effective date of the reassignment. The District shall ~~provide assistance in moving the affected employee's~~ **be responsible to move district-owned furniture and materials.**

Article 14: Calendar

On 12/12/2016, the parties agreed to delete the following language:

Article 14.2 - School Calendar

~~Please see the current school calendar in Appendix A.~~

Article 15: Salaries and Benefits

Article 15.3 - Retirement Incentive

On 1/23/2017, the parties agreed to the following language:

An employee 55 years of age or older who is on Step 20 or higher on the Salary Schedule and is a retiree with the State Teachers Retirement System shall be eligible to receive a paid medical, dental, and vision insurance program not to exceed the District's cap to age 65 or until he/she qualifies for Medicare, whichever comes first. The offer must conform to established health care provider policies. The retiree will not be entitled to District benefit monies paid in cash.

All benefits shall be paid at the same level as provided to the employee at the time of his/her retirement except for any benefit coverage that is or becomes specifically excluded by group policy. If for some reason the insurance program rate becomes higher for retirees than for working employees, the retirees must pay the difference or forfeit the benefit.

In order to be eligible for this retirement incentive, the employee must file an irrevocable letter of retirement with the Superintendent no later than March 1 of the year they wish to retire. The March 1 deadline shall be waived for retirees who experience an emergency situation. An emergency situation shall be defined, but not limited to, medical emergencies (i.e. cancer).

On 12/12/2016, the parties agreed to the following language:

Article 15.4 - Stipends

The District agrees to pay stipends for extra duties as shown in **Appendix C B...**

Article 15.9 - Carrier Policies

On 1/30/2017, the parties agreed to the following language:

In the event a **new** carrier **being considered by the district** will only provide a service if 100% of the employees participate in said service, the **district and the** Association will ~~determine whether~~

~~to keep or drop the service~~ ~~meet and confer~~ participate in negotiations regarding the potential change of carriers together with other employee groups affected by the change.

Article 16: Summer School

On 12/12/2016, the parties agreed to delete Article 16 completely, and renumber the subsequent articles accordingly.

[Article 16 deals with the Summer School and Jump Start programs, which both no longer exist. Section 16.3 even specifies that it relates specifically to the 2006-2007 and 2007-2008 school years.]

Appendix A - Calendar

On 12/12/2016, the parties agreed to delete Appendix A completely, and renumber the subsequent appendices accordingly.

[Appendix A is the school calendar. The school calendar is a separate document that is readily available on the district website, and is not necessary to be included as an appendix in the collective bargaining agreement. The school calendar is available on the district website long before negotiations are complete for any given year. In many years, contract negotiations have been completed in the latter portion of the affected school year, when the school calendar for that year is nearly outdated.]

Appendix B - Salary Schedule

As noted above, on 1/30/2017, the parties agreed to the following:

*A **5%** increase to the salary schedule, retroactive to July 1, 2016 (retroactively effective starting with each employee's first paycheck of the current school year).*

No increase to the health benefit cap for the 2016-2017 school year.

Appendix C - Stipend Schedule

On 12/12/2016, the parties agreed to the following modifications to Appendix C:

Increase the Volleyball Coach stipend from \$700 per team x3 to \$925 per team x3, effective starting in the 2017-2018 school year.

Increase the SST Coordinator stipend from \$200 to \$300, effective in the 2016-2017 school year.

Add an SLT Team stipend in the amount of \$200 per team member, up to 8 stipends, effective in the 2016-2017 school year. In order for a team member to be eligible for the stipend, they may not miss more than three SLT meetings during the year.

On 1/30/2017, the parties agreed to the following additional modifications to Appendix C:

- *Boys' Basketball Coach - Grades 7 & 8: \$925 per team x 2*
- *Boys' Basketball Coach - Grade 6: \$700 per team x 1*
- *Girls' Basketball Coach - Grades 7 & 8: \$925 per team x 2*
- *Girls' Basketball Coach - Grade 6: \$700 per team x 1*
- *Volleyball Coach - Grades 7 & 8: \$925 per team x 2*
- *Volleyball Coach - Grade 6: \$700 per team x 1*
- *Renaissance Coordinator: \$150 per year x 1*

Appendix E - Signature Page

On 12/12/2016, the parties agreed to delete Appendix E completely, and renumber the subsequent appendices accordingly.

[Appendix E is the signature page. The signature page is not necessary as part of the contract, because the Tentative Agreement that is signed by the parties and ratified by the association membership and the district Board of Trustees is the instrument by which the collective bargaining agreement is altered.]

Appendix F - Memorandum of Understanding - Class Lists

On 12/12/2016, the parties agreed to delete Appendix F completely, and renumber the subsequent appendix accordingly.

[Appendix F is a memorandum of understanding relating to class lists. A memorandum of understanding (MOU) should not be included as part of a contract, because it is a separate document with a separate purpose. The language of the MOU that is currently found in Appendix F is not necessary.]

Items Under Negotiation: HRUSD - HRTA

January 30, 2017 @ 4:00 PM

Article 3: Leaves of Absence

Article 3.1 - Sick Leave

On 12/12/2016, HRUSD proposed the following language:

The District shall require written verification from a physician or licensed medical practitioner in the event that the employee is absent from school due to illness or injury for ~~seven (7)~~ **five (5)** or more consecutive days.

On 12/12/2016, HRTA counter-proposed status quo.

On 1/23/2017, HRUSD counter-proposed the following language:

The District shall require written verification from a physician or licensed medical practitioner in the event that the employee is absent from school due to illness or injury for ~~seven (7)~~ **five (5)** or more consecutive days.

Article 3.6 - Bereavement Leave

On 12/12/2016, HRUSD proposed the following additional language deletion:

An employee shall be entitled to paid bereavement leave, not to exceed five (5) days for the death of a parent, spouse or child. An employee shall be entitled to up to three (3) days of paid bereavement leave for the death of a member of the family, or five (5) days if out-of-state travel is required. An employee shall be entitled to paid bereavement leave, not to exceed five (5) days for the death of a parent, spouse or child. Members of the family, as used in this paragraph, means: grandmother, grandfather, or a grandchild of the employee, or the mother, father, child, grandmother, grandfather, or a grandchild of the spouse of the employee, and the son-in-law, daughter-in-law, brother, or sister, brother-in-law, and sister-in-law, of the employee, aunt, and uncle, ~~first cousin~~ of the employee, or a person who was, at the time of death, a permanent member of the employee's household. Employee shall also be entitled to paid bereavement leave, not to exceed ½ day, for the death of a current student and/or parent/guardian of a current student.

On 1/23/2017, HRTA counter-proposed "status quo" regarding the deletion of "first cousin."

On 1/23/2017, HRUSD counter-proposed the following language:

An employee shall be entitled to paid bereavement leave, not to exceed five (5) days for the death of a parent, spouse or child. An employee shall be entitled to up to three (3) days of paid bereavement leave for the death of a member of the family, or five (5) days if

out-of-state travel is required. An employee shall be entitled to paid bereavement leave, not to exceed five (5) days for the death of a parent, spouse or child. Members of the family, as used in this paragraph, means: grandmother, grandfather, or a grandchild of the employee, or the mother, father, child, grandmother, grandfather, or a grandchild of the spouse of the employee, and the son-in-law, daughter-in-law, brother, or sister, brother-in-law, and sister-in-law, of the employee, aunt, and uncle, ~~first cousin~~ of the employee, or a person who was, at the time of death, a permanent member of the employee's household. Employee shall also be entitled to paid bereavement leave, not to exceed ½ day, for the death of a current student and/or parent/guardian of a current student.

On 1/30/2017, HRTA counter-proposed "status quo" regarding the deletion of "first cousin."

Article 7: Class Size

Article 7.1 - Class Size

On 12/12/2016, HRUSD proposed the following language:

The District shall attempt to maintain class size at no more than twenty-four (24) students in grades Transitional Kindergarten (TK) through third and thirty (30) in grades four through eight. The Superintendent will publish a quarterly enrollment report, which will be made available to all employees. When any individual class size exceeds twenty-five (25) in grades TK through three, thirty-one (31) ~~thirty (30)~~ in grades four through six, or thirty-one (31) ~~thirty (30)~~ for three or more periods in grades seven and eight, one or more of the following options will be implemented within 30 days.

On 1/23/2017, HRTA counter-proposed "status quo" regarding this section.

On 1/23/2017, HRUSD counter-proposed the following language:

The District shall attempt to maintain class size at no more than twenty-four (24) students in grades Transitional Kindergarten (TK) through third and thirty (30) in grades four through eight. The Superintendent will publish a quarterly enrollment report, which will be made available to all employees. When any individual class size exceeds twenty-five (25) in grades TK through three, thirty-one (31) ~~thirty (30)~~ in grades four through six, or thirty-one (31) ~~thirty (30)~~ for three or more periods in grades seven and eight, one or more of the following options will be implemented within 30 days.

On 1/30/2017, HRTA counter-proposed "status quo" regarding this section.

Article 8: Teaching Conditions

Article 8.4.1 - Work Breaks - Lunch

On 12/12/2016, HRUSD proposed the following language:

Lunch. Employees' workday shall include at least a forty (40) consecutive minute duty-free lunch period, except on minimum days. The lunch period is to be concluded before the end of the professional work day. Employees shall be present with their students when the allotted time of their lunch period has elapsed.

On 1/23/2017, HRTA counter-proposed "status quo" regarding this section.

On 1/23/2017, HRUSD counter-proposed the following language:

Lunch. Employees' workday shall include at least a forty (40) consecutive minute duty-free lunch period, except on minimum days. The lunch period is to be concluded before the end of the professional work day. Employees shall be present with their students when the allotted time of their lunch period has elapsed.

On 1/30/2017, HRTA proposed conditional agreement with the district's proposal regarding Article 8.4.1 if the district would agree to withdraw its proposals regarding 13.3.1, 13.4.1, and 13.4.2. HRUSD declined to withdraw its proposals regarding 13.3.1, 13.4.1, and 13.4.2, and encouraged continued discussion and collaborative negotiation regarding these sections of contract language.

Article 13: Transfers and Reassignment

Article 13.3.1 - Voluntary Reassignment

On 12/12/2016, HRUSD proposed the following language:

~~If two (2) or more employees with appropriate credentials required for the position apply for a vacancy, the employee with the greatest seniority shall receive the reassignment.~~

Employees shall be given first consideration in filling any bargaining unit vacancy within the district, providing the employee possesses at least equal qualifications to any non-bargaining unit applicant(s). Seniority shall be given consideration.

On 1/23/2017, HRTA counter-proposed "status quo" regarding this section.

On 1/23/2017, HRUSD counter-proposed the following amended language:

~~If two (2) or more employees with appropriate credentials required for the position apply for a vacancy, the employee with the greatest seniority shall receive the reassignment.~~

Employees shall be given first consideration in filling any bargaining unit vacancy within the district, providing the employee possesses at least equal qualifications to any

non-bargaining unit applicant(s). In the event that two employees who are equally qualified and suitable are being considered for an opening, the employee with higher seniority shall be given consideration receive the reassignment.

On 1/30/2017, HRTA counter-proposed "status quo." (See notes under Article 8.4.1.)

Article 13.4 - Involuntary Reassignment

On 12/12/2016, HRUSD proposed the following language:

- 13.4.1** If a decrease in the number of pupils or the elimination of program(s) and/or funding occurs, If an involuntary reassignment must be made for any reason, the District shall may seek volunteers prior to making any the involuntary reassignment. If an involuntary reassignment becomes necessary, the transfers will be made from within the three lowest positions on the seniority list, based on District will consider education, and/or experience while providing the best educational environment for the students.
- 13.4.2** An employee transferred involuntarily reassigned within the current school year shall have priority be given first consideration to return to fill the first opening that occurs at the their previous grade level or within two (2) grade levels above or below the vacated position their previous grade level for the current or ensuing school year while ensuring for the best educational environment for the students.

On 1/23/2017, HRTA counter-proposed "status quo" regarding this section.

On 1/23/2017, HRUSD counter-proposed the following language:

- 13.4.1** If a decrease in the number of pupils or the elimination of program(s) and/or funding occurs, If an involuntary reassignment must be made for any reason, the District shall may seek volunteers prior to making any the involuntary reassignment. If an involuntary reassignment becomes necessary, the transfers will be made from within the three lowest positions on the seniority list, based on District will consider education, and/or experience while providing the best educational environment for the students.
- 13.4.2** An employee transferred involuntarily reassigned within the current school year shall have priority be given first consideration to return to fill the first opening that occurs at the their previous grade level or within two (2) grade levels above or below the vacated position their previous grade level for the current or ensuing school year while ensuring for the best educational environment for the students.

On 1/30/2017, HRTA counter-proposed "status quo" regarding this section. (See notes under Article 8.4.1.)