

HRUSD-HRTA Negotiation Update

Provided by the Hart-Ransom Union School District

Negotiation Date: December 12, 2016

- **Overview**

- On Monday, December 12, 2016, HRUSD and HRTA met for the first day of negotiations for the 2016-2017 school year. It was a positive and productive day of negotiations, and the parties worked well together throughout the day.
- A total of thirty (30) proposals were made between the parties. Of those, the parties have reached complete “table agreement” on nine (9) proposals, partial “table agreement” on two (2) proposals, and the remaining proposals remain under discussion by the parties. (Some proposals included two or more related items affecting language in more than one article.)
- The full text of the parties’ proposals and counter proposals is provided below.
- The district has not yet made a formal offer of an increase to the salary schedule, but the parties have discussed the concept of a general salary schedule increase, and this topic will be revisited during upcoming negotiations.
- The district is looking forward to continuing negotiations with HRTA in a few weeks, and anticipates having ongoing positive and productive discussions together as we work toward a full tentative agreement.

- Items with Table Agreement: 14
- Items Under Discussion: 22
- Tentative Agreement: Not reached as of yet
- Next Negotiation Session: Monday, January 23, 2017

A complete copy of the parties’ proposals and counter-proposals is attached below.

Table Agreements: HRUSD - HRTA

December 12, 2016 @ 4:00 PM

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 3.6 - 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 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.~~

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 8: Teaching Conditions

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

Article 8.5 - ~~Enrichment~~ Preparation Periods

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.

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

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 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 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.

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

December 12, 2016 @ 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 proposed status quo.

Article 3.5 - Industrial Accident Leave

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

During this leave of absence, 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, 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.

Article 3.7 A 3.7.1 - Personal Necessity Leave

On 12/12/2016, HRUSD proposed 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 they return to work and submit it to their immediate supervisor for approval and signature. ~~the superintendent or administrative assistant.~~

On 12/12/2016, HRTA proposed the following amendment to the district's proposed 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 3.7.2 - Discretionary Leave

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

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.

The employee shall complete a District absence request form and submit it to his/her immediate supervisor for approval and signature a minimum of two business days prior to using Discretionary Leave. Discretionary Leave may not be taken at any of the following times:

The first week of school

The last week of school

The day of any scheduled training or inservice

Article 3.9 - Judicial Leave

On 12/12/2016, HRUSD proposed 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 jury duty before the end of the professional day, the employee must then return to work. 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.**

On 12/12/2016, HRTA counter-proposed 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 jury duty before the end of the professional day, the employee must then return to work. 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. As a courtesy, the employee will make a good faith effort to inform the district of impending judicial leaves.**

Article 4: Teacher Evaluations

Article 4.1.2 - Teacher Performance - Evaluation and Assessment Guidelines

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

- 4.1.2** ~~The evaluation of employee performance shall not include the use of publishers' norms established by standardized tests.~~

On 12/12/2016, HRTA counter-proposed the following language addition:

- 4.1.2** The evaluation of employee performance shall not include the use of publishers' norms established by standardized tests, **any student test scores, or grades.**

Article 4.7 - Remediation

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

4.7.3 Prior to an unsatisfactory composite evaluation an employee shall be allowed to voluntarily enter a Peer Assistance Review (PAR) program. The administration shall allow a minimum of 4 school months for the employee to improve prior to issuing an unsatisfactory evaluation.

4.7.4 If a teacher does not meet District expectation in an evaluation, the teacher shall be referred to the Peer Assistance (PAR) program.

Article 5: Peer Assistance and Review

On 12/12/2016, HRUSD proposed to delete Article 5 completely, and renumber the subsequent articles accordingly.

[Article 5 deals with the Peer Assistance and Review (PAR) program, which no longer exists. PAR was a government funded program with mandated requirements which are no longer in effect. The district no longer receives this funding, and this program has not been in effect in the district for many years.]

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.

Article 7.4 - Class Size

On 12/12/2016, HRUSD proposed 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

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

Article 8.7 - Parent Conferences

In the fall, parent conferences shall be held for all students on minimum days that are scheduled for this purpose. Between February 1 and March 15, teachers shall hold spring parent conferences after school for students who are not meeting academic standards. Teachers shall provide the principal with information regarding these spring parent conferences.

Article 11: Units Toward the Salary Schedule

Article 11.5 - Units Toward the Salary Schedule

On 12/12/2016, HRTA proposed 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. The principal or superintendent shall make a decision, whether or not to approve a class (or classes) within 2 weeks of being submitted for approval. The Bargaining Unit Member shall be notified that a submitted class (classes) will or will not be approved after 2 calendar weeks (14 calendar days). After that time, and there being no notification that the class (classes) submitted were not approved, the class (classes) shall be considered approved.

On 12/12/2016, HRUSD counter-proposed the following language (also reflecting two deletions already agreed upon by the parties):

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, and must include documentation of course content and course requirements including, but not limited to, course outline(s) and syllabus/syllabi. 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 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 12/12/2016, HRUSD proposed 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 12/12/2016, HRUSD proposed 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 13.3.1 - 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.

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.

Article 13.5 - Preparation Time and Assistance

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

An employee reassigned during the school year may be allowed up to 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 15: Salaries and Benefits

Article 15.3 - Retirement Incentive

On 12/12/2016, HRUSD proposed 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.

On 12/12/2016, HRTA counter-proposed the following amendment to the district's language proposal:

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 not apply to retirees who experience an emergency situation. An emergency situation shall be defined, but not limited to, medical emergencies (i.e. cancer). Members who have an emergency situation shall be able to receive all retiree medical

benefits they qualify for without having notified the district of their intent to retire prior to March 1.

Article 15.9 - Carrier Policies

On 12/12/2016, HRUSD proposed 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 regarding the potential change of carriers.

On 12/12/2016, HRTA counter-proposed the following amendment to the district's language proposal:

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 negotiate regarding the potential change of carriers.

Appendix B - Salary Schedule

On 12/12/2016, the parties engaged in initial discussions regarding a potential increase to the salary schedule. No formal offers or proposals were made.