



MEASURE: HB 2544  
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# Parkrose Public Schools

MULTNOMAH COUNTY

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AN EQUAL OPPORTUNITY EMPLOYER

DR. KAREN FISCHER GRAY, Superintendent-Clerk

Feb. 13, 2015

To: Chair Holvey and members of the House Business and Labor Committee

From: Dr. Karen Gray, Superintendent  
Parkrose School District

I speak for the Parkrose School District and for many other Oregon school superintendents in urging you not to pass H.B. 2544 out of committee. It is a bill that would deprive Oregon school districts of needed flexibility in responding to changes in funding and educational requirements established by state and federal government.

Like most school districts, during the 2008-13 recession, Parkrose School District struggled to provide an adequate educational program for students while still recognizing the needs of our employees. At times, we had to make changes in how we organized our school day and year in order to best meet students' needs with our declining and limited resources.

As an example, during the 2008-11 period, Parkrose honored a collective bargaining agreement negotiated with teachers in spring, 2008, that provided for annual 3.5% salary increases plus step and insurance increases for our teachers. However, we would have had to reduce course offerings to high school students if we had not been able to change our high school schedule from a "block" schedule, where teachers taught only 3 of 4 periods a day (88 minutes each) to a "traditional" schedule where teachers taught 6 of 7 class periods (45-50 minutes each day). The student schedule and number of student contact minutes per day is not a subject that the teachers' association ever sought to bargain in 2008, nor in any prior years.

Fortunately, we were able to reach agreement with the Parkrose Faculty Association, but if the PFA hadn't voluntarily agreed, the District would have been able to announce a change and bargain, using the expedited process, over the impact of the change in student schedule. We needed to conclude bargaining quickly, because students needed to be able to sign up for classes in the spring of 2009 for the next school year. I believe that the availability of expedited bargaining was key to quickly getting the agreement of the PFA on this change in the student schedule.

If we were forced to go through mediation, the wait time for a mediator would have been at least 30 days, the mediation at least 15 days (under the provisions of the bill) and binding arbitration would have added another 90 days minimum to schedule and hold the hearing and await the decision of the arbitrator. We could not have made the change for the next school year.

At other times during the recession, we needed to bargain cuts in work years for employees so we could avoid deeper layoffs. We need an expeditious process for doing that kind of bargaining in tough times – and the ultimate decision needs to be left to the local association members and school boards – not an outside arbitrator who is not elected by the local citizens, nor by the employees who will be impacted.

Now, even with a better financial picture, Oregon school districts are being impacted by State Board of Education decisions about the number of classroom hours that must be delivered per student. Changes in the allocation of hours to instruction, planning, conferencing with parents, and professional development may be necessary. We may not have the latitude to wait until the next round of bargaining.

*Parkrose School District is an equal opportunity educator and employer*

Expedited bargaining is not something school districts use very often. But in unpredictable situations, like financial downturns, and mandated changes in state and federal requirements, it is a critical tool.

The 1995 legislature added this expedited process after seeing a need for a quicker way to resolve disputes over changes during the lifetime of a collective bargaining agreement. Please respect the wisdom of your predecessors in 1995!