

2016 OEA RA NBI 5
OEA Center for Great Public Schools

Response to: Cooperating/Supervising Educator Incentives

NBI #5 Description:

The Center for Great Public Schools and/or the Center for Advocacy and Affiliate Services explore current practices and barriers to fairly compensate supervising educators who currently volunteer their time, energy and expertise to train tomorrow's educators.

Research and Response:

The Center for Great Public Schools worked with both the Center for Advocacy and the Center for Legal Services to collect any and all information relevant to this issue. We also consulted with Hilda Rosselli from the Chief Education Office and former Dean of the School of Education at Western Oregon University.

The major impediment to direct incentives to educators who serve as cooperating/supervising educators is the Government Ethics Commission (GEC) statutes that draw a hard line between on-the-job compensation and gifts and or benefits as a result of using a government position (Ethics Opinion 085-004). The method for teachers to receive any additional compensation or benefits for that work must be through "an official compensation package as determined by" the District (ORS 244.040(2)(a)). The legal opinion above goes on to state:

"If the payment is provided by the college or university to the school district and the school district distributes the compensation to the teachers as an element of their official compensation package, the teacher would not be prohibited from accepting the payment from the school district that employs them." This work-around derives from the exception under ORS 244.040(2)(a) (for "Any part of an official compensation package as determined by the public body that the public official serves") to the ordinary prohibition in ORS 244.040(1) on a teacher using an "official position or office to obtain financial gain."

Our research shows that 16 OEA local contracts contain language that specifies how cooperating/supervising educators can be compensated by academic credit, stipends or support. In a legal opinion from Noah Barish at McKanna, Bishop, Joffe, LLP further clarified the following:

"Just as with any other form of compensation, these mentor teacher benefits could be subject to collective bargaining. One could easily imagine a proposal explicitly providing only mentor teachers with whatever benefits are available, rather than having them sometimes go to others, and setting out in detail how those perks are earned. Alternatively, if a District makes a unilateral change in how these benefits are allocated, a ULP could be in order."

The past practice of Teacher Education Programs compensating district cooperating/supervising educators changed after the Oregon Ethics Laws revisions after 2012. The range of pay from 13 Oregon approved programs was \$110 plus an academic credit voucher for 5 credits (Southern Oregon University) to \$375 for a full time assignment (Pacific University).

The scenarios above would be in direct violation of our current GEC statutes unless they could be packaged as work-around district compensation packages.

Washington State has examples of contract language that outline the following compensation package:

Employees who supervise student teachers shall be compensated at a rate of: \$3000 per year (three quarters or two semesters), \$1500 per semester or \$1000 per quarter.

See the attached document.

- OEA Contracts with Cooperating or Student Teacher

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Junction City EA

Any university credit hours will be retained by the District. The District will inform the cooperating teacher in writing of his or her first right of refusal to these credit hours and when those hours will expire. If the cooperating teacher accepts the hours, the District will retain those hours for that teacher's use. If the cooperating teacher declines the hours, the District will deliver the hours to a committee under the charge of the JCEA. The JCEA will accept applications for the hours from members of the bargaining unit and shall retain the final right to distribute those hours deemed appropriate by the committee and subject to the terms outlined in the agreements with the universities. The District shall provide the Association with copies of information related to cooperating teacher agreements that it receives from participating universities including any pertinent changes to the policies. It is understood that the District will not be held liable for prior compensation if a participating university alters its terms for cooperating teacher agreements.

Ashland

ARTICLE 9 - Supervision of Student Teachers A. The selection and assignment of "cooperating teachers" for the supervision of student teachers shall be at the District's discretion. However, the initial acceptance of such assignments each term shall be voluntary. B. Any monies received from a college as compensation for student teacher supervision shall be paid to the "cooperating teacher" at the conclusion of each college term. C Teachers earn tuition credit at reduced rates from Southern Oregon University for performing the duty of supervising student teachers. The credits are banked at the District office and made accessible to all certified staff as needed.

Central Linn

Article 6 - Student Teachers 6. 1 The Central Linn School District will periodically accept student teachers from Oregon colleges and universities. 6. 2 Student teachers shall be placed by agreement made jointly by the building principal, the teacher(s) involved and the college or university supervisor. 6. 3 Prior to the time a joint agreement is made to assign a student teacher, the cooperating teachers are to be made aware of any required commitments on their part as well as any stipends or benefits they will be entitled to as a cooperating teacher. The decision to accept a student teacher is totally voluntary.

Willamina

ARTICLE 32 Mentor Teacher A. The District will establish a Mentor Teacher Program for all first year teachers. Mentors will be nominated by the Association and must be approved by the building principal before being assigned as a mentor. The district will also

establish an Orientation Mentor program for experienced teachers and will implement said program at the discretion of the building principal. Orientation teachers will be selected in the same manner as Mentor teachers and will be paid a maximum of 4 loss of preps B. No teacher shall be designated as a mentor teacher unless willing to perform in that role. C. No mentor teacher shall participate in the evaluation of beginning teachers for purposes of actions taken under ORS 342.805 to 342.955. D. The District will not increase the workload of teachers regularly employed by the District as a result of release time used by a mentor teacher. E. A mentor teacher shall be paid \$1,200 for each service. This stipend shall be payable in no less than twelve (12) equal payments of \$100 or another payment schedule agreeable to the mentor teacher and the District. F. The District will consult with the Association prior to the selection of a mentor teacher. Teachers interested in serving as a mentor teacher should submit their names to the Superintendent by April 15 each year. G. Student Teachers will not be assigned to a cooperating/mentor teacher without the mentor/cooperating teacher's agreement.

Baker

STUDENT TEACHERS 1. Acceptance of a student-teacher supervisory assignment will be strictly voluntary. 2. Monies paid to the District by the cooperating college or university for direct student-teacher supervision will be paid to the supervising teacher.

Phoenix/Talent

Article 22 — Supervision of Student Teachers A. The District reserve so the right to assign student teachers; however, supervision of all student teachers shall be on a voluntary basis. B. All financial compensation received by the District as compensation for direct supervision of a student teacher, less necessary withholding, will be paid to the cooperating teacher.

SOESD

Article 28 — Supervision of Student Teachers A. The District reserves the right to assign student teachers, however, supervision of all student teachers shall be on a voluntary basis. B. All financial compensation received by the District as compensation for direct supervision of a student teacher, less necessary withholding, will be paid to the cooperating bargaining unit member.

Albany

Article 29 - STUDENT TEACHER SUPERVISORS 1. All monies received by the District earmarked for student teacher supervisors shall be distributed to those teachers designated by the university. 2. University Enrollment Privileges: The Oregon University System has established guidelines, for school Districts to follow,

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in distributing vouchers for reduced staff rates. For each academic quarter of student teacher supervision provided by a cooperating professional, the District earns an enrollment privilege in accordance with university policy. Credit vouchers will be made available to the supervising teacher upon receipt. The supervising teacher may elect to bank those credits for other certified staff within the District to access. Certified staff may request staff fee credit vouchers by contacting the Human Resources Department. Once credit vouchers have been banked, they will be made available first to those teachers needing to meet the requirements for the Initial II license. All other staff members requesting vouchers will be placed on a waiting list and vouchers distributed on a “first come-first serve” basis in either 3 or 5 credit hour increments. Members may request to stay on the list to receive additional vouchers. All rules for redeeming credit vouchers are established by the university system.

Nyssa

C. Student Teachers 1. Acceptance of a student teacher supervisory assignment will be strictly voluntary. 2. Monies paid to the District by the cooperating college or university for direct student teacher supervision will be paid to the supervising teacher. The check received by the District will be given to the teacher.

Harrisburg

D. Student Teacher Supervision 1. Acceptance of a student teacher will be voluntary for all employees. Refusal to accept a student teacher will not be noted in the employee's evaluation or personnel file and will not serve as a basis for discipline. 2. All student teacher reimbursements received from an institution of higher education will be paid to the supervising employee.

Dallas

B. Student Teachers 1. Credit Vouchers received by the District from academic institutions in return for the supervising of student teachers shall first be made available to the teacher who is assigned those supervisory duties. The supervising teacher may elect to make those credits available to other teachers. Upon timely notice by the supervising teacher of the availability of credits, the District will make them available to other District teachers on a first-come, first-served basis. 2. In the event monies are received by the District earmarked for student teacher supervisors those funds shall be forwarded to the designated teacher, less any applicable payroll costs. 3. Provision of credit vouchers or funds related to the supervision of student teachers shall be subject to the individual agreement between the District and the particular educational institution. The student teacher supervisor shall receive a copy of the agreement related to their particular student teacher.

Hermiston

ARTICLE VIII - SUPERVISING STUDENT TEACHERS

A. A supervising teacher shall possess a minimum of three (3) years of successful teaching experience and acceptance of student teachers shall be voluntary. B. Money designated by the college/university as per their schedule for supervising teacher shall be paid according to the policy of the college/university. C. In consultation with the principal, the supervising teacher and the college program director will determine when the student teacher will be placed in sole charge of a classroom. D. No student teacher shall be used in calculating student to teacher ratios.

North Wasco

B. Student Teachers 1. Credit Vouchers received by the District from academic institutions in return for the supervising of student teachers shall first be made available to the teacher who is assigned those supervisory duties. The supervising teacher may elect to make those credits available to other teachers. Upon timely notice by the supervising teacher of the availability of credits, the District will make them available to other District teachers on a first-come, first-served basis. 2. In the event monies are received by the District earmarked for student teacher supervisors those funds shall be forwarded to the designated teacher, less any applicable payroll costs. 4. Provision of credit vouchers or funds related to the supervision of student teachers shall be subject to the individual agreement between the District and the particular educational institution. The student teacher supervisor shall receive a copy of the agreement related to their particular student teacher.

Jefferson County

ARTICLE 37 STIPEND FOR MENTORING STUDENT TEACHERS Cash compensation received by the District from a sponsoring college or university and intended to compensate the teacher who mentors a student teacher, shall be distributed to the mentoring teacher in the amount received less associated payroll and benefit costs, Tuition vouchers similarly received by the District shall be offered to the mentoring teacher who may use the voucher themselves or provide it to another teacher in the District. If the mentoring teacher does not want the voucher, the District may provide the voucher to another District employee.

Centennial

204 16.7 Student Teachers 205 206 16.7.1 Money paid to the District by a college placing a student teacher in the District, 207 intended as an honorarium for the District member supervising the student, shall 208 be paid to the supervising member. 209 210 16.7.2 The minimum honorarium paid to the supervising member is \$100 unless more 211 than one member is supervising

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the student teacher, in which case the 212 honorarium paid to the District by the college will be divided equally among the 213 supervising members.

Lincoln County

Supervision of Student Teachers Supervision by a teacher of a student teacher shall be voluntary, and approved by the District.