

Comparison of District and REA Proposals

Article	District Proposal	REA Proposal	Estimated Fiscal Impact of REA Proposals (District proposals are budget neutral)
Article 3 – Miscellaneous	<ul style="list-style-type: none"> Currently, the contract language keeps all parts of the contract in force until a new agreement is reached or enacted. Proposes removing this language, so that contract expires upon end date. 	<ul style="list-style-type: none"> No Proposal 	
Article 4 – Association Rights & Privileges’	<ul style="list-style-type: none"> Most recent proposal reduces association’s time to speak at the all-district back-to-school meeting from 30 to 15 minutes. Current contract requires that building reps be allowed 10 minutes to speak at any/every staff meeting regardless of length or number of staff present. Proposal changes this to major staff meetings, limited to twice/month. 	<ul style="list-style-type: none"> No Proposal 	
Article 5 – Employee Rights	<ul style="list-style-type: none"> Adds committee to redesign the employee evaluation process. Removes the requirement of a signature on complaints, requires name of the complainant to be included. Allows oral and unsigned complaints to be used as a basis for discipline, reflected in evaluations or personnel files, and reduced to writing by district administrators. Complaints may not be anonymous. 	<ul style="list-style-type: none"> Adds requirement of and guidelines for safety committee at each school site comprised of representatives from all employee groups. Adds nondiscrimination clause Adds general restriction that “Student performance on tests shall not serve as a basis for transfer, evaluation, or disciplinary action.” Requires the district to replace or reimburse for personal property damaged or stolen while performing duties. Requires the district to provide materials and training for programs before implementation; does not specify who determines adequacy of materials/training. 	<p>PROPERTY REIMBURSEMENT: ??</p> <ul style="list-style-type: none"> Fiscal impact is indeterminate. The language does not include any limitations or restrictions for reimbursement.
Article 7 – Employee Work Year	<ul style="list-style-type: none"> Removes limitation of student contact hours to 101.74% of the minimum required by the state. Eliminates portfolio workdays (portfolios are not currently required) and adds one pupil instruction day and one staff development day. Allows for pupil evaluation and course development days to be used for data-team meetings. 	<ul style="list-style-type: none"> Changes portfolio day in to a K-12 mid-year planning day. Reclassifies first fall pre-instructional day (including all-district welcome back meeting) as a staff development day – does not allow for any required District and/or building staff meetings on this day. Requires that pupil evaluation and/or course development days be member-directed with no required duties; these days may not be used for preparing IEP Goal Reports. Adds requirements of how early release/late start time is used and when meetings may be scheduled during this time. 	
Article 8 – Emergency Closure	<ul style="list-style-type: none"> Defines emergency days as inclement weather When more than 4 instructional days are missed due to emergency closure, allows the district to reschedule all but 2 days at the end of the year or as mutually agreed upon. 	<ul style="list-style-type: none"> No proposal. 	

<p>Article 9 – Teaching Hours</p>	<ul style="list-style-type: none"> • Changes to 8 hours Monday through Friday rather than 7 ½ hour days on Fridays. • Eliminates language for block schedules at high school (no longer applicable) • Removes district requirement to provide scheduled blocks of prep time during the student day, allowing for increased flexibility in scheduling. MAINTAINS total amount of prep time provided. District has agreed in proposed MOA to make <u>NO CHANGES</u> to prep time at the middle and high school levels. • Eliminates release time for wellness activities. 	<ul style="list-style-type: none"> • Increases total passing times on either side of duty free lunch from 5 to 10 minutes (total increase of 25 additional duty-free minutes per week). • Adds language ensuring member’s schedule to include a restroom break midway through each four hours of workday. • Counselors shall not have extra-duty assignments beyond those typically assigned to all teachers at their level. (Current contract applies this to elementary counselors only) • Allows teachers to vary conference prep time and to schedule comp time during their conference week. 	
<p>Article 13 – Academic Freedom</p>	<ul style="list-style-type: none"> • No proposal. 	<ul style="list-style-type: none"> • Adds new language that intellectual property created, made, or originated by a member is the sole and exclusive property of the member, regardless of the purpose for which it was created or whether it was created during work time or in the course of work duties. 	
<p>Article 14 – Paid Leaves of Absence</p>	<ul style="list-style-type: none"> • Eliminates ability to use emergency days to extend Thanksgiving, winter, or spring breaks except in cases of documented emergency. • No paid leave of absence shall be granted for a case brought by the Association against the district. 	<ul style="list-style-type: none"> • Changes 3 Emergency Leave Days to 4 “Discretionary Leave” days. Teachers may use these days for any reason and are not required to state a reason for this leave. One-half of any unused days are reimbursed to the teacher at the per diem rate. • Updates sick leave language to include caring for an ill or injured member of the immediate family. • Removes ability of district to require verification of illness for 5 days or less duration. • Establishes a sick leave bank with guidelines for use, requiring district to transfer 570 days to said bank. 	<p>DISCRETIONARY DAYS: \$226,755 to \$984,978</p> <ul style="list-style-type: none"> • Cost is difficult to determine without knowing how leave will be utilized. Estimate is between \$226,755 (minimum) and \$984,978 (maximum) <p>SICK LEAVE BANK: \$95,858</p> <ul style="list-style-type: none"> • Sick leave bank currently has 93 donated days, district would have to add 477 days. 477 days at 2010-2011 substitute cost of \$200.96 per day = \$95,858.
<p>Article 15 – Unpaid Leaves of Absence</p>	<ul style="list-style-type: none"> • Adds language that employee is not guaranteed their original position when returning from unpaid leave, but guarantees a similar position. 	<p>No proposal</p>	
<p>Article 18 – Student Discipline</p>	<ul style="list-style-type: none"> • Adds language that teachers are responsible for understanding the building discipline codes and the District’s policy on student discipline which may be found on the District’s website or in the building’s staff handbook. • Removes language that restricts how and when the district and school administration must provide training about student discipline. 	<ul style="list-style-type: none"> • Requires school buildings to develop procedures to disseminate information to teachers assigned to work with or supervise students who (i.) have a behavior plan as part of an IDEA or 504 plan, or (ii) are the subject of a report made to the school by the County Juvenile Department in accordance with ORS 419.015(3) (b), or (iii) have a conditional expulsion plan as soon as the District is made aware of such situations. 	
<p>Article 19 – Tuition Reimbursement</p>	<ul style="list-style-type: none"> • Separates workshops and conferences into a new category for reimbursement. • Removes references to reimbursement for substitute costs for classes/workshops requested by the teacher and for teachers who have been or may be RIFed. 	<ul style="list-style-type: none"> • Changes tuition amount from a dollar amount to 12 credit hours at the PSU graduate rate. • Allows tuition funds to be used for state-required tests to maintain a current position. • Allows members to seek reimbursement for classes prior to the start of the class. 	

<p>Article 22 – Employee Compensation</p> <p>(see proposals for more detail)</p>	<ul style="list-style-type: none"> • There shall be no Step (experience) increases and no column movement for either the 2011-2012 school year or the 2012-2013 school year. • No COLA (cost of living) raises for 2011-2012 or 2012-2013. • Modifies extra-duty position categories and stipends. (see proposal) • Adds language regarding extra-duty assignments, moves language regarding process of coaches advancing on the salary schedule • Adds language for joint committee to determine compensation for duties typically assigned to department heads in the past. • Adds language for formation of clubs at the high school level (see proposal) 	<ul style="list-style-type: none"> • COLA increase of 3.6% for 2011-2012 in addition to step and column increases. • COLA increase of an additional minimum of 4% for 2012-2013 (2% plus the CPI-U increase with a floor of 2%) in addition to step and column increases. • Adds language for a committee to review Extra Duty compensation, number of participants, workload, and other factors, to report findings by January 31, 2013 	<p>COLA AND STEP INCREASES: \$7,179,408</p> <ul style="list-style-type: none"> • 2011-2012 Step Raise (approx \$700,000) has already been received by members. This equals an additional cost of \$1.4 Million over the two years of the contract. • Total cost for 2011-2012 step + 3.6% COLA increase = \$2,294,756. The 2012-2013 budget must also be increased by this amount as well to maintain these, making the total impact of this year's pay increase \$4,589,512. • Total increase in cost for 2012-2013, including step + 4% COLA increase = \$2,589,896. • Total impact of pay increases for 2011-2013: \$7,179,408.
<p>Article 23 – Fringe Benefits</p>	<ul style="list-style-type: none"> • Maintains monthly District contribution of \$900 per month. 	<ul style="list-style-type: none"> • Increases District contribution from \$900 per month to \$1200 per month effective October 1, 2011, and \$1300 per month effective October 1, 2012. • Adds language: "Health insurance coverage shall extend to the spouse, domestic partners (same or opposite sex) and/or child or children of the member" • Adds language "The District will provide an Employee Assistance Program for all bargaining unit members." • Adds language ""The District shall give access to, and information about, the District-Offered 125 Plan, including dependent child and adult care, to all bargaining unit members at the time of the annual enrollment period. The plan shall allow for payment of out-of-pocket medical, vision and dental premium costs from pre-tax dollars to the full extent allowed by law." 	<p>FRINGE BENEFIT INCREASE: \$4,580,100</p> <ul style="list-style-type: none"> • 2011-2012 cost: 545.25 FTE x 12 months x \$300 per month = \$1,962,900 • 2012-2013 cost: 545.25 FTE x \$400 per month (\$300 from 11-12 + \$100 for 12-13) = \$2,617,200.
<p>Article 24 - Funding</p>	<ul style="list-style-type: none"> • District may seek to reopen negotiations as to Compensation and Fringe benefits in the event that a lack of revenue or projected lack of revenue is determined to have an adverse impact upon programs or staffing levels. • District will consult with Association leadership regarding potential steps to be taken in response to the adverse funding issues. • Association will be given up to 30 days to propose recommendations to the Board prior to the Board taking action. • Allows District to institute a partial or complete school closure in the event of a lack of revenue in place of reopening negotiations. During this time members are considered to be on layoff status. There shall be no requirement for the district to pay for time not worked by any employee or to make up any lost days. 	<ul style="list-style-type: none"> • No proposal. 	

Article 25 – Reduction in Force (RIF)	<ul style="list-style-type: none"> • Renames Article “Layoff and Recall” • Ensures District compliance with using State-mandated definitions of competence when implementing a reduction in staff. • Removes requirement for district to provide training programs for teachers not meeting the definition of competence in case of RIF. 	<ul style="list-style-type: none"> • No proposal 	
Article 26 – Special Education	No proposal.	<ul style="list-style-type: none"> • Provides a stipend of an additional 5 days of pay for teachers in special education assignments who are responsible for IEPs, assessments and evaluations. • Provides extra compensation for members attending conferences outside of the workday. • Provides substitutes for members holding conferences during the workday. • Members shall receive Special Consideration Compensation for additional support – adds form to contract. 	<p>SPECIAL EDUCATION STIPEND: \$349,168</p> <ul style="list-style-type: none"> • 80 Special Education Teachers x \$436.46 daily rate x 5 days per year x 2 years = \$349,168.
Article 27 – Class Load	<ul style="list-style-type: none"> • Removes permissive language regarding class size from contract. Most recent proposal left class size guidelines in place with stipulation that class size is is not grievable. 	<ul style="list-style-type: none"> • No proposal 	
Article 31 – Duration of Agreement	<ul style="list-style-type: none"> • Agreement is effective on July 1, 2011 or upon the date of execution, whichever occurs later. • Agreement terminates on June 30, 2013. 	<ul style="list-style-type: none"> • Agreement is effective on July 1, 2011 and shall continue in effect until June 30, 2013. 	