

SUMMARY OF CURRENT RSD AND REA POSITIONS – May 7, 2012

This is a summary of the contract items still on the table.

Article 3 – Miscellaneous:

<p>District Proposal Original Proposal of May 31, 2011: District proposed removing the “evergreen clause.” This would result in no carryover of the contract beyond the expiration date.</p> <p>April 27 2012 Package Proposal: The District compromised with REA by dropping their proposal to remove the evergreen clause and return to current contract language.</p>	<p>REA Proposal No Proposal</p>
<p>District Rationale Despite the fact that the Evergreen Clause was important to the district, it acknowledged that this was a language piece that was of great importance to the association. In an effort to resolve the contract within the 30-day cooling off period, the district presented a package proposal that included dropping the removal of the evergreen clause and returning to current contract language.</p>	

Article 5 – Employee Rights:

J - COMPLAINT PROCEDURE

<p>District Proposal Original Proposal of 5/3/11 required the District to investigate oral, unsigned or anonymous complaints before using them for disciplinary purposes.</p> <p>In the 4/27/12 package proposal , the District dropped their request for changes to this language.</p>	<p>REA Proposal No proposal.</p>
<p>District Rationale In an effort to resolve the contract within the 30-day cooling off period, the district presented a package proposal that included dropping our request to make changes to the complaint language, and returns to current contract language.</p>	

M – WORKPLACE & ENVIRONMENTAL SAFETY

<p>District Proposal No Proposal</p>	<p>REA Proposal Adds requirement of and guidelines for safety committee at each school site comprised of representatives from all employee groups.</p>
<p>District Rationale There are already safety committees in place on a district level and at each school site. The district believes that this is unnecessary and redundant language, because the existing language requires the District to comply with State & Federal laws and regulations. Moreover, this contract language requires other bargaining group (OSEA) members to be part of something that is required in the REA contract.</p>	

Article 5 – Employee Rights: Continued

N - NONDISCRIMINATION

District Proposal	REA Proposal Adds nondiscrimination language to the contract
District Rationale Members are already protected from discrimination by State and Federal Law, which would preclude anything included in the contract. Board nondiscrimination policy also applies to all employees. Redundant language.	

O - STUDENT PERFORMANCE ON TESTS

District Proposal The District's latest package proposal stated that student performance on tests would not be the <u>sole</u> basis for evaluation, transfer, or discipline.	REA Proposal Adds language: Student performance on tests shall not serve as a basis for transfer or discipline and shall not serve as the sole basis for evaluation.
District Rationale The District cannot agree that student performance on tests shall not serve as a basis for transfer or discipline. The reality is, the new state guidelines in the compacts will regulate schools based on student performance on tests and we must have the ability to consider that information when making decisions. We also need to be able remain flexible in order to respond to new legislation.	

P - PERSONAL PROPERTY REIMBURSEMENT

District Proposal District indicated that it will address the personal property reimbursement proposal in policy so that it will apply to all employees.	REA Proposal In their most recent package proposal, REA dropped its proposal regarding personal property reimbursement.
District Rationale The Board will be considering a policy for all employees to address this concern.	

Q - TEACHING MATERIALS:

District Proposal No proposal.	REA Proposal Adds language that if the District is unable, for any reason, to provide the materials, equipment and/or training necessary for implementing a District program, the District will not hold members accountable for implementation of that program.
District Rationale The District believes that this issue will be addressed through the Teacher Evaluation Committee.	

Article 7 – Employee Work Year:

<p>District Proposal Removes limitation of student contact hours to 101.74% of the minimum required by the state.</p> <p>Eliminates portfolio workdays (portfolios are not currently required) and adds one pupil instruction day and one staff development day.</p> <p>Allows for pupil evaluation and course development days to be used for data team meetings.</p>	<p>REA Proposal Changes portfolio day into a K-12 mid-year planning day</p> <p>Reclassifies first 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.</p> <p>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.</p> <p>Adds requirements of how early release/late start time is used and when meetings may be scheduled during this time.</p>
<p>District Rationale The District seeks to maximize the instructional time for students and eliminate barriers for scheduling contract work time for student instruction and professional development. The calendar for 2012-2013 has already been approved by a committee made up of teachers and administrators and has been adopted by the School Board.</p>	

Article 9 – Teaching Hours:

<p>District Proposal Prep Time: Current language from the 2009-2011 contract guaranteeing prep time during the student contact day, with the addition of language that if the district has to lay off more than 20 FTE of licensed staff, the parties agree to reopen bargaining on this article only on an expedited basis to determine teaching and prep time schedules.</p> <p>In the most recent proposal, the district also returned to contract language allowing teachers to work a 7 ½ hour day on Fridays.</p>	<p>REA Proposal Duty-Free Lunch: Increases to 50 minutes uninterrupted duty-free lunch time, preceded by a 5-minute duty free passing time and immediately followed by an additional 5 minute duty free passing time. (An increase of 20 additional minutes lunch and 5 additional passing time minutes).</p> <p>Adds language that in any given day, no less than 30 minutes of prep time shall be scheduled. In the event that a prep section is scheduled adjacent to a duty, a 5 minute passing time will be allotted.</p> <p>Adds a scheduled 15 minute restroom break after each 2 ½ hours of continuous student contact time.</p> <p>Allows teachers to vary conference prep time and to schedule comp time during their conference week.</p> <p>Counselors shall not have extra-duty assignments beyond those typically assigned to all teachers at their level (Current contract applies this to elementary teachers only).</p>
<p>District Rationale The district’s proposal on prep time would allow both sides to negotiate changes that may be required to the prep time schedule in the event that layoffs are required. Given the REA’s \$13,000,000 proposal, we know that layoffs will be required during the life of this contract.</p> <p>In the last 20 years of the teacher contract restroom breaks have been a building level issue and have not been included in the contract. Adequate breaks are built into the contract with recess, duty-free lunch, passing time, and prep time, and the building administrator will work with members to address individual needs.</p> <p>The Association’s final offer would add 200 minutes per week of unstructured, paid teacher time. This would reduce instructional time by the same amount. The impact on student instructional time would be 117 hours per year. This would also require the hiring of additional staff to meet these needs.</p>	

Article 13 – Academic Freedom:

<p>District Proposal No Proposals</p>	<p>REA Proposal Current language (as part of most recent package proposal – no tentative agreement on this item)</p>
<p>District Rationale N/A</p>	

Article 14 – Paid Leaves of Absence:

<p>District Proposal Converts one emergency day to a discretionary day.</p>	<p>REA Proposal Changes 3 emergency leave days to discretionary days, allows members to use these days for any reason. Updates sick leave language to include care of family members, and creates a separate sick leave bank for REA members.</p>
<p>District Rationale This is in addition to existing sick days. In the current contract, these are emergency days, and teachers have to give a reason for using 2 of the 3 days. Under REA’s proposal, teachers would not need to have any reason for taking this paid day. The District believes that these would basically be additional paid vacation days.</p>	

Article 18 – Student Discipline:

<p>District Proposal 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. District’s latest proposal includes agreement to provide training to Case Managers and Counselors regarding behavior plans under the IDEA Section 504 and when information may be shared with staff.</p>	<p>REA Proposal 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>
<p>District Rationale The District must abide with State and Federal laws that protect confidential student information. An administrator determines who needs to know under ORS 339.326 and 419A.015.</p>	

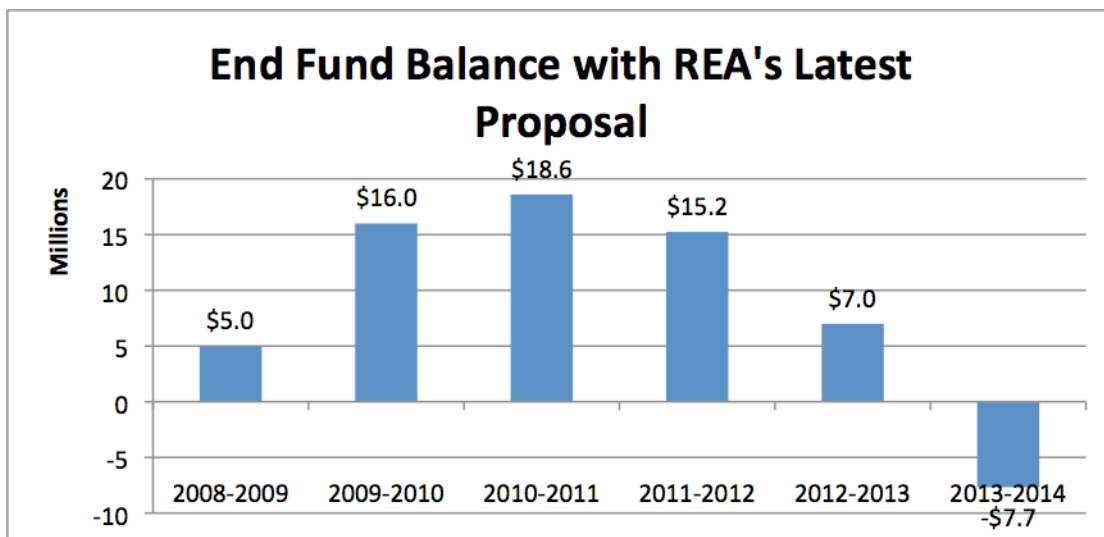
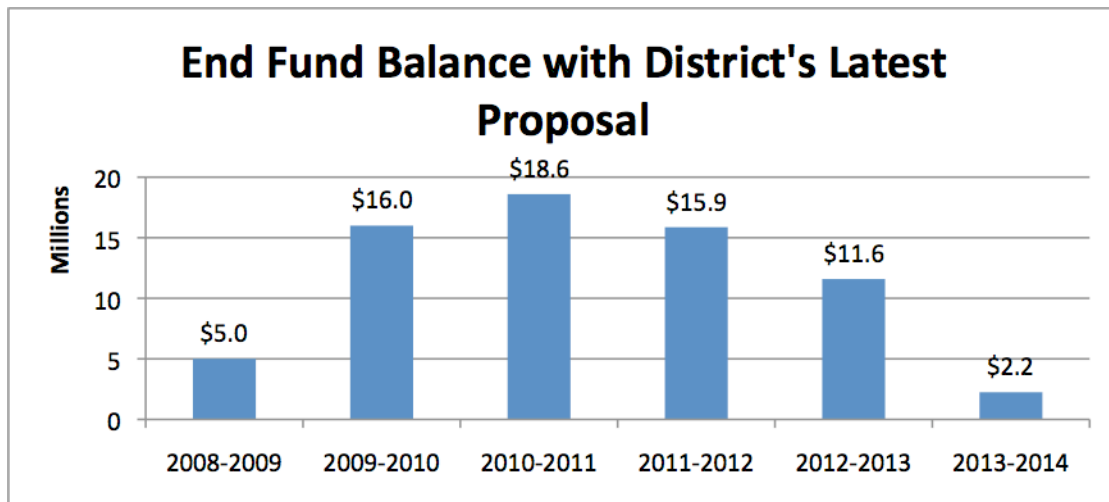
Article 22 – Employee Compensation: Both the District and REA’s latest proposals were for a 3-year contract

<p>District Proposal <u>2011-2012:</u> Step Increases (\$2,050,662 over 3 years)</p> <p><u>2012-2013:</u> Salary Freeze for all members</p> <p><u>2013-2014:</u> Step Increase and 2% stipend for those members at the top of the salary schedule if legislature appropriates \$6.4B and the district receives this revenue in the next biennium (cost: \$1,201,639) During all years of the contract, the District agrees to reopen negotiations on articles 22 and 23 (compensation and fringe benefits) if the actual end fund balance in any of these years exceeds the budgeted end fund balance by \$3 Million or more.</p> <p>Total Cost: \$2,050,662 over three years (with triggers for additional \$1,201,639)</p>	<p>REA Proposal <u>2011-2012:</u> Step Increases (\$2,050,662 over 3 years) + 1.6% COLA paid in last three months of year (\$132,438 in 2011-2012, \$1,080,770 in 2012-2013)</p> <p><u>2012-2013:</u> Step Increases (\$1,136,800 over two years, 2012-2014) + 3.2% salary schedule increase (cost of \$2,161,540 for 2012-2014)</p> <p><u>2013-2014:</u> Step Increases (\$682,500) + 1% salary schedule increase (\$451,943)</p> <p>An additional 2% salary increase will be applied in the case that 2013-2015 biennium funding for state school fund formula equals or exceeds \$5.9 Billion (\$685,464)</p> <p>Total Cost: \$7,696,653 over three years (with triggers for additional \$685,464)</p>
<p>District Rationale The District financial outlook over the next several years depends upon using the ending fund balance to preserve student programs and services; preserve a full school year for students; and preserve teacher and staff jobs. Even without any salary or benefit increases for any employee groups, the district’s reserves will be spent completely in three years to maintain the current staff and school year. The district’s offer includes keeping the Step the district’s lowest paid teachers received, and gives a modest increase for insurance. The District offer also includes step increases and a one-time 2% stipend for teachers at the top step, if state revenue targets are reached. The District offered to reopen negotiations on salary and benefits if additional funds on the ending fund balance are achieved, in response to teachers' concern that end fund balance would change after the contract is settled. The District wanted to express to the staff that additional revenues or savings would benefit staff.</p>	

Article 23 – Fringe Benefits:

<p>District Proposal 2011-2012: No change to district contribution 2012-2013: \$950 per month (increase of \$50/month) (cost: \$345,000) 2013-2014: \$1000 per month (increase of \$100 from current level, +\$50 from previous year) (cost: \$690,000)</p> <p>Total Cost: \$980,460</p>	<p>REA Proposal 2011-2012: \$1100 monthly district contribution (increase of \$200 per month) for June, July, August (cost for 11-12: \$326,820) 2012-2013: \$1200 monthly district contribution (\$300 over current contribution – additional \$100/month from previous year) (cost for 12-13: \$1,960,920) 2013-2014: \$1250 monthly district contribution for the first 6 months, \$1300 monthly contribution for the second 6 months. (cost for 13-14: \$2,451,150)</p> <p>Total Cost: \$4,738,890</p>
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Article 23 – Fringe Benefits: Continued



Article 24 – Funding:

District Proposal	REA Proposal
<p>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 on programs or staffing levels.</p> <p>District will consult with Association leadership regarding potential steps to be taken in response to the adverse funding issues.</p> <p>Association will be given up to 30 days to propose recommendations to the Board prior to the Board taking action.</p> <p>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.</p>	<p>No proposal.</p>

Article 25 – Reduction in Force

<p>District Proposal Ensures District compliance with using State-mandated definitions of competence when implementing a reduction in staff. Defines competence as the ability to teach a subject or grade level based upon recent teaching experience related to that subject or grade level within the last five years or educational attainments, or both, but not based solely upon being licensed to teach.</p> <p>Removes requirement for District to provide training programs for teachers not meeting the definition of competence in case of RIF.</p>	<p>REA Proposal No proposal.</p>
<p>District Rationale State law has a statutes regarding layoff/reduction in force. Our current RIF language is not consistent with the law. Therefore, it creates confusion whether the District would follow the law or the contract.</p> <p>In the last round of layoffs, due to the technicality of teacher licensure and seniority, teachers were placed in assignments to teach where they had licensure but no prior experience. Teachers with experience but less seniority were RIF'd. This is a more pressing concern as the district continues to spend down its reserves and is facing layoffs in the future.</p>	

Article 26 – Special Education

<p>District Proposal No proposal.</p>	<p>REA Proposal Adds stipend for all special education case managers equal to 5 days per diem rate (Cost: \$175,000 per year for a total of \$525,000)</p> <p>Provides substitutes for meetings during the workday and hourly compensation for meetings outside the workday</p> <p>Establishes “special consideration” guidelines for Special Education teachers when additional support is needed.</p>
<p>District Rationale Needs vary from year to year and teacher to teacher. Teacher need for extended contract time needs to be handled on an individual basis. It is the intention of the district to provide reasonable support and the District will continue to consider requests on an individual basis.</p>	

Article 31 – Duration of Agreement: Both most recent proposals were for a three-year contract, July 1, 2011 to June 30, 2014.

The Following Articles have Tentative Agreements:

Article 1 – Recognition: Tentative Agreement Reached 3/15/12

Article 2 – Negotiations Procedures: Tentative Agreement Reached 1/5/12

Article 4 – Association Rights and Privileges: Tentative Agreement Reached 3/15/12

Article 8 – Emergency Closure: Tentative Agreement Reached 3/15/12

Article 11 – Vacancies, Promotions and Transfers: Tentative Agreement Reached 1/5/12

Article 12 – Grievance Procedure: Tentative Agreement Reached 1/5/12

Article 15 – Unpaid Leaves of Absence: Tentative Agreement Reached 1/5/12

Article 16 – Transportation Reimbursement : Tentative Agreement Reached 1/5/12

Article 19 – Tuition Reimbursement: Tentative Agreement Reached 3/15/12

Article 21 – Dues and Payroll Deductions: Tentative Agreement Reached 5/7/11

Article 27 – Class Load: Tentative Agreement Reached 3/5/12

The Following Articles were never opened:

Article 6 – District Rights: No proposals.

Article 10 – Employee Assignment

Article 17 – Substitute Teachers and Student Teachers

Article 20 – Strikes and Lockouts

Article 28 – Mentorship Program

Article 29 – Site Based Committees

Article 30 – Professional Development