

District's Package Proposal #1  
5/3/12 Mediation

- [Note: This proposal replaces the District's 4/27/12 Proposal #2. It includes the same language proposals as that previous proposal but includes:
  - The addition of a statutory reference in Article 9;
  - Article 14 (2 days of discretionary leave, not 3);
  - a proposal for Articles 22 and 23; and
  - three-year contract in Article 31.]
- All Tentative Agreements as set forth in District's Final Offer of 4/19/12 (as amended by 4/27/12 "List of Corrections.")
- Article 3.E (Miscellaneous): RSD agrees to return to current language 2009-11 Contract.
- Article 5 (Employee Rights):
  - J: District will return to current language 2009-11 Contract.
  - M: REA proposal is rejected. Current contract language.
  - N: REA proposal is rejected.
  - O: District's Final Offer of 4/19/12.

- P: REA 4/27/12 proposal accepted.
  - Q: District's Final Offer of 4/19/12.
- Article 7 (Employee Work Year): RSD's Final Offer of 4/19/12.
- Article 9 (Teaching Hours): Current language from 2009-11 Contract. For placement of prep time for both elementary and secondary (the language the district has declared permissive), the following language would be added to that language: "In the event the District determines that it must lay off more than 20 FTE of licensed staff, whether during a current school year or for the following school year, the parties agree to reopen bargaining on Article 9 only on an expedited basis (90-day per ORS 243.698) to determine teaching and prep time schedules.
- Article 13 (Academic Freedom): Current language 2009-11 Contract.
- Article 14 (Paid Leaves of Absence): RSD Final Offer of 4/19/12 with the following changes:

- For 2011-12: No discretionary day;
  - For 2012-13: 1 Discretionary day;
  - For 2013-14: 1 Discretionary day.
- Article 18. (Student Discipline): RSD Final Offer 4/19/12 amended by the following:
  - A.4: REA's 4/27/12 proposal is acceptable.
  - A.5: Replace REA's 4/27/12 proposal with the following: "By September 1, 2012 the District shall develop procedures to disseminate information to members on a need-to-know basis when such members are assigned to work with or supervise students who (1) have a behavior plan as part of IDEA or 504 plan; or (2) are subject of a report made to the school by the County Juvenile Department, in accordance with ORS 419B.015. The Building Representative and Association President will be provided with a copy of the District's procedures."
  - 18.C: RSD 4/19/12 Final Offer.
- Article 22 (Employee Compensation):

- Section A: District's Final Offer of 4/19/12 for 2011-12 and 2012-13. [2011-12 step increase; 2012-13 salary freeze.]
- Step increase for 2013-14 which becomes payable retroactively to July 1, 2013 if in the next biennium (2013-15) the legislature appropriates \$6.4B for K-12 education and the District actually receives one-half of the additional revenue of \$5M or greater for the 2013-14 school year as verified by the District on or before May 31, 2014.
- For those members who are at the top of the salary schedule and not eligible for step increase for 2013-14, there shall be a one-time 2% stipend payment. This is also subject to the language above regarding the \$6.4B appropriation for the next biennium.
- Reopener on Variation in Ending Fund Balance:
  - For the 2011-12 School Year: If the actual ending fund balance on 6/30/12 is \$3M or greater (as determined by the District's auditor when the final audit report is completed in December 2012 or January 2013) than the budgeted ending fund balance, the District agrees to reopen negotiations on Articles 22 and 23 to discuss compensation and

fringe benefit increases only on the additional \$3M amount.

- For the 2012-13 School Year: If the actual ending fund balance on 6/30/13 is \$3M or greater (as determined by the District's auditor when the final audit report is completed in December 2013 or January 2014) than the budgeted ending fund balance, the District agrees to reopen negotiations on Articles 22 and 23 to discuss compensation and fringe benefit increases only on the additional \$3M amount.
- 2013-14 School Year: If the actual ending fund balance on 6/30/14 is \$3M or greater (as determined by the District's auditor when the final audit report is completed in December 2014 or January 2015) than the budgeted ending fund balance, the District agrees to reopen negotiations on Articles 22 and 23 to discuss compensation and fringe benefit increases on the additional \$3M amount.

For All Three School Years: If the ending fund balance in any year decreases by \$3M or more from the

budgeted ending fund balance (as determined by the District's auditor in December or January of the next school year) the Association agrees to reopen negotiations for Articles 22 and 23 to discuss compensation and fringe benefit decreases on the decreased \$3M (or more) amount.

- Article 23 (Fringe Benefits):
  - Section A:
    - \$900/month for 2011-12;
    - \$950/Month for 2012-13;
    - \$1,000/month for 2013-14.
  - District's proposal for the remainder of Article 23.B.
- Article 24 (Funding): District's proposal set forth in its Final Offer of 4/19/12.
- Article 25 (Reduction in Force): District's proposal set forth in its Final Offer of 4/19/12.
- Article 26 (Special Education):

- Current language 2009-11 Contract. Reject REA's 4/27/12 proposal in 26.E.1 and E.2.
  - Reject REA proposal 4/27/12 in 26.E.3 and replace it with the following: "It is the intention of the District to provide reasonable support for special education teachers when time constraints warrant special consideration. Members may receive Special Consideration Compensation by following guidelines and submitting the form attached in Appendix C subject to District approval."
- Article 31 (Duration of Agreement): Three-year contract for 2011-14.

This is a package proposal and is subject to agreement on the whole contract. If it is not accepted in its entirety the District reserves the right to return to the District's Final Offer as it existed on 4/19/12 (with 4/27/12 corrections). This package proposal is subject to ratification by the School Board.

