

REA Mediation Package Proposal

May 3, 2012 2:45pm

Article 3 Miscellaneous

Current Contract

Article 5 Employee Rights

REA Final Offer with the following changes:

O. Student performance on tests shall not serve as a basis for transfer or disciplinary action, and shall not serve as the sole basis for evaluation.

Eliminate REA proposal P. Personal Property

Q. Teaching Materials

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.

Article 7 Employee Work Year

REA Final Offer

Article 9 Teaching Hours

REA Final Offer

Article 13 Academic Freedom

Current Contract

Article 14 Paid Leaves of Absence

REA Final Offer

Article 18 Student Discipline

REA 4-27-12 3pm Proposal attached

Article 18

Student Discipline

A. Disruptive Students

1. When, in the judgment of a teacher, a student is by his/her behavior disrupting the instructional program to the detriment of other students, the teacher may send the student to an administrator or designee. If requested by the teacher, communication shall occur between the administrator or his/her designee and the teacher before the student is authorized to return to class. If deemed necessary, the administrator may involve a parent in the conference.
2. As soon as possible, but not later than the conclusion of the following school day, the referring teacher shall submit a written report including a statement of the

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facts and a summary of conditions which led to the referral and steps taken by the teacher to remedy the situation.

3. Where the principal and teacher concur, a student may be detained for a set period of time before returning to the classroom.
4. All teachers shall be provided with a copy of the building discipline codes and the District's policy on student discipline will be posted on the District's website and listed in each building's staff handbook.
5. In order to ensure classroom safety, members who teach or supervise students have a need to know relevant information, as allowed by law, regarding disruptive students assigned to them.

~~A District wide committee will work to develop procedures (including a definition of "relevant information") and shall complete its work by December 15, 2006. These procedures shall be in compliance with district policy and state law, and will be implemented no later than ninety (90) days from their completion date. The committee shall meet once per year or as necessary thereafter to review the process.~~

By January 1, 2012, each school building shall develop procedures to disseminate information to members 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. The Building Representative and Association President will be provided with a copy of each building's procedures.

B. Building Discipline Policies

All building discipline procedures shall be those outlined in the District Student Conduct Code. Building level procedures shall include any necessary procedures for implementing the District policy and shall be reviewed annually at the building level.

Additionally, the building or District procedures shall include: feedback to appropriate teachers on disciplinary actions; staff procedures for dealing with discipline; and methods for informing teachers of students who present safety/behavioral concerns.

C. Building Discipline Inservice

The District shall, on an on-going basis, provide appropriate inservice or training on discipline topics, including legal issues surrounding student discipline and methods for intervening in crisis situations as well as training for case managers and counselors regarding behavior plans under IDEA/Section 504 and when information may be shared with staff.

Article 22 Employee Compensation REA Final Offer with the following modifications:

2011/12 1.6% will be applied to the salary schedule for the last 3 paychecks (June, July, August)

2012/13 3.2% (No change from our final offer)

2013/14 1% applied to the 2012/13 base salary schedule

An additional 2% will be applied to the 2012/13 salary schedule in the event that the 2013-2015 biennium funding for the state school formula is equal to or exceeds \$5.9 billion.

Article 23 Fringe Benefits REA Final Offer with the following modifications:

2011/12 \$1100 monthly district contribution for June, July, August

2012/13 \$1200 monthly district contribution

2013/14 \$1250 monthly district contribution for the first 6 months

\$1300 monthly district contribution for the second 6 months

Article 24 Funding Current Contract

Article 25 Reduction in Force Current Contract

Article 26 Special Education REA Final Offer

Article 31 Duration of Agreement 3 years

All previously signed Tentative Agreement

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