

REA Initial Proposal
May 3, 2011

Collective Bargaining Agreement

Between

Reynolds Education Association

And

Reynolds School District

~~2009 – 2011~~

2011-2013

**REA Initial Proposal
May 3, 2011**

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Editorial Changes:

*Review teacher references throughout the CBA and replace with “licensed”.

*Replace AAA as source of arbitrator lists with ERB. (Article 12)

Article 5

Employee Rights

A. Organizing

Members of the bargaining unit for which the Association is the exclusive representative have the right to form, join and participate in the activities of labor organizations of their own choosing for the purpose of representation in collective bargaining with their public employer in matters concerning employment relations. No District representative shall interfere with or take reprisals against any member for exercising these rights.

B. Conformance with Law

Nothing contained herein shall be construed to deny any employee his/her rights under the Constitution and Laws of the United States and the State of Oregon.

C. Required Meetings or Hearings

Whenever any employee is required to appear before a building supervisor, Superintendent, Board, or any member thereof, for an interview which may lead to demotion, suspension or dismissal, then the employee shall be given prior written notice of the reason(s) for such a meeting and shall be entitled to have present a representative of his/her choosing.

D. Evaluation of Pupils

1. The teacher or licensed employee shall maintain responsibility to determine grades and other evaluations of students. No grade or evaluation shall be changed without discussion with the teacher or licensed employee and the approval of the Superintendent of the District. The teacher or licensed employee shall be notified in writing if a grade or evaluation is changed.
2. Tasks defined under OAR 584-036-0011 for licensed teachers include:
 - a. planning instruction;
 - b. establishing a classroom climate conducive to learning;
 - c. implementing plans for instruction;

- d. evaluating student achievement; and
- e. directing instructional assistants.

Therefore, teachers may use paraprofessionals instructionally only to provide instructional assistance under the direct supervision of the licensed teacher and not as a substitute for the licensed teacher.

E. Just Cause

No teacher in the bargaining unit shall be disciplined, reprimanded or reduced in basic salary without just cause. All information forming the basis for disciplinary action will be made available to the teacher and the Association at the teacher's request. Any violation of this provision may be used as a basis for a grievance.

However, this Article does not apply to the dismissal of permanent or probationary teachers or the non-renewal of probationary teachers' contracts (such matters are excluded because they are governed by the Fair Dismissal Law), nor does it apply to assignment to or retention in Extended Responsibility assignments. If a teacher is to be disciplined or given a reprimand by any member of the administration, s/he will be given prior written notice of the subject(s) for such a meeting and shall be entitled to have a representative of the Association present.

F. Due Process

No permanent teacher shall be dismissed and no probationary teacher shall be discharged, removed from employment, or non-renewed without due process. Due process for the purpose of this article is defined as:

1. The employee will be told the reasons and given the information forming the basis for such action prior to any final action.
2. The employee will have the opportunity to respond to the charges.
3. The employee will have an opportunity to discuss the matter with his/her supervisor.

4. Upon request, the employee shall be allowed to meet informally with the Board, prior to any final action, at which time the Board shall discuss the reasons for such action(s).
5. The employee shall have the right of representation. The employee will have the right to appeal only the procedure of paragraph F through the grievance procedure of this Agreement.

G. Professional Communication

Administrative criticism of an employee shall be appropriately private and delivered in a professional and respectful manner. Any grievance regarding administrative criticism may proceed through Level Three and end there.

H. Procedures and Timelines for Evaluation

1. Declaration of Intent
The purpose of the evaluation procedure is to improve instruction, encourage individual growth and assure that all teachers are performing at an acceptable level.
 - a. Evaluation of probationary teachers shall be done on the required state form and shall be based upon individual goals and District Performance Standards.
 - b. Permanent teacher evaluations shall be done on the required state form and the Goals Assessment sheet and shall be based upon District Performance Standards and/or individual goals.
 - c. The evaluator shall cite all observable substandard areas in terms of District Performance Standards.
 - d. Recognizing that the Association and the District have developed and agreed to the evaluation cycles and procedures (sections 2 and 3), any adjustments in Board policy or administrative procedure related to the Professional Development Plan shall require the participation and agreement of both parties.
2. Evaluation Cycles
 - a. Probationary

All probationary teachers shall be on a one year cycle.

b. Permanent

The length of the evaluation cycle for permanent teachers may be 1, 2 or 3 years.

i. Determination of length of cycle:

The determination of the length of the evaluation cycle for permanent teachers shall be:

- a. established during the goal setting conference.
- b. based upon the goal(s) selected.
- c. set by the administration if previous evaluation(s) have indicated the teacher is not meeting district standards.

ii. Changes in duration of cycle:

It is expected that while teachers on multi-year cycles would only be given a formal evaluation at the completion of that cycle, regular observations (including feedback) would continue.

If during these observations it is established that the teacher is not meeting District standards, it would be appropriate to establish new goals and adjust the length of the cycle.

3. Evaluation Procedure

The procedure for all teachers covered by this Agreement shall include:

- a. A conference which includes but is not limited to the establishment of performance goals for the teacher based on the job description and performance standards. Said conference shall be held at the beginning of each evaluation cycle. In the case of a teacher employed by the District the previous year, goals suggested by the administrator shall be based upon areas identified for growth in the most recent evaluation. This process may begin at any point subsequent to the completion of the final evaluation. District and/or staff developed building goals may be assigned as individual goals by an administrator if previous evaluations have

indicated the teacher is not regularly meeting the(se) goal(s). The goals shall normally be developed jointly by the teacher and administrator. In the event there is disagreement, the goals shall be determined by the Assistant Superintendent.

- b. The minimum number of scheduled observations per cycle for permanent and probationary teachers shall be the number prescribed by Oregon Statute.
- c. At least one observation shall be preceded by a pre-observation conference and a post-observation conference to be held within five (5) working days following the observation. In the event multiple observations are scheduled, the post-observation conference shall be held within five (5) working days following the last observation.
- d. The teacher will be provided a written assessment of any observation(s) at a post-observation conference.
- e. Each evaluation cycle shall be completed when a conference is held with the teacher to discuss the teacher's performance, including their goals for the current cycle. Probationary teachers' final yearly evaluation shall be completed five (5) days prior to the regularly scheduled March school board meeting. Permanent teachers' final evaluation shall be completed by May 15 of the final year of their evaluation cycle.
- f. Specialists
One administrator will be assigned as the primary evaluator for any specialists whose assignments include three or more buildings or who are assigned less than half-time to any building. The designated administrator will set the goals with the specialist in coordination with other building administrators and with input from the appropriate supervisor. Observations from all administrators will be turned over to the designated administrator for final evaluation. In the event of conflicting assessments of a shared specialist, the Assistant Superintendent shall be responsible for reconciling the differences. This is not to infer that a composite evaluation will result, but only that all parties shall understand the nature of the difference.

The assignment of the designated administrator will be made by the Executive Director of Human Resources. If the specialist objects to the administrator assigned, s/he must arrange for a conference within three (3) days after receiving notification of the assigned administrator, to request consideration for changing the primary evaluator.

In the event the employee is dissatisfied with the final evaluation, s/he may request a written evaluation from each supervisor.

- g. The Association and the District must agree in advance in order for a TOSA to be involved in the evaluation of licensed staff.

4. Program of Assistance

a. Procedure for Placement on a Program of Assistance

- i. A probationary or permanent certified staff member who has been declared as not meeting District standards and/or Oregon State Statutes 342.835, 342.865 may be designated as On Notice on a Program of Assistance.
- ii. Whenever a certified staff member's placement on a Program of Assistance results from substandard classroom performance, a minimum of two written observations shall precede such action at the middle and high school levels. At the elementary level three observations with one written assessment shall precede such action.
- iii. During a conference the administrator shall give the certified employee written notification indicating placement on a Program of Assistance.

*A copy of the written notification shall be given to the Association President.

b. Procedure While On Notice on a Program of Assistance

- i. Not later than ten (10) school days after placement on a Program of Assistance, the evaluator, with the participation of the evaluatee, shall have developed a planned Program of Assistance. This plan shall be reduced to writing on the Program of Assistance form. The completed Program of Assistance shall be reviewed by the Assistant Superintendent or the Executive Director of Human Resources. If there is any disagreement regarding the Plan of Improvement Program of Assistance, it shall be resolved by the Assistant Superintendent or the Executive Director of Human Resources.
 - ii. The Program of Assistance shall include identification of the performance standards not being met, expectations of how performance standards can be met, the procedure for observations, the assistance to be offered (including the opportunity to request outside administrative observations) and timeline for improvement.
 - iii. The Assistant Superintendent or the Executive Director of Human Resources shall be called upon to make an observation followed by a written evaluation and conference, prior to the final resolution.
- c. Procedure for the Resolution of a Program of Assistance Status
- i. If the staff member has demonstrated compliance with stated recommendations to meet performance standards, as determined by the evaluator, the staff member shall be removed from the Program of Assistance category.
 - ii. The final written assessment of the Program of Assistance, using the State Teacher Performance Evaluation form, shall include the administrator's recommendation for the resolution of the Program of Assistance status. Upon successful completion of a Program of Assistance, the District shall notify the teacher and the Association of that fact in writing within five (5) working days.

- iii. After the final evaluation has been completed and failure to make satisfactory improvement has been demonstrated, one or more of the following alternatives are available to the evaluator in ascertaining the future employment status of the On Notice staff member: extension (not to be more than one year of a Program of Assistance placement) or, if necessary, termination of services. If a third year probationary employee has failed to be removed from the Program of Assistance by March 1 of that year, the only resolution is termination.
- iv. When a licensed employee has been satisfactorily removed from a Program of Assistance, his/her employment status shall be considered such that no further action shall be deemed appropriate by the evaluator and/or building supervisor which could be construed as additional punitive action regarding that particular Program of Assistance placement.
- v. Any modification to the evaluation process will not take place prior to communication with the authorized Association representative.

5. Application

It is understood that only the procedure of Section G will be subject to the grievance procedures of the Agreement. The content of the evaluations will not be subject to the grievance procedure.

6. Representation

The employee shall have the right to representation throughout the Program of Assistance steps of this procedure.

*Exception-Should a deficiency be noted which is related more to discipline than to classroom performance, the District will initiate progressive disciplinary measures rather than a Program of Assistance. In this case, however, the District will adhere to the just cause and due process provisions in this Article.

I. Personnel Files

1. Employees and/or their representatives shall have the right to, upon request and in the presence of an administrator, review the contents of their District personnel file and to receive copies of any documents contained therein.
2. All materials contained in the building working file for evaluation shall, upon the completion of the final yearly certified written evaluation, either be destroyed or transferred to the District personnel file. The above statement is not to be construed to limit the building administrator's right to retain copies of materials.
3. In the event of disciplinary action against an employee, evidence considered during any proceedings shall be, when possible, limited to those allegations supported by statements in the District personnel file of the employee on the date when disciplinary action is initiated. This limitation shall not apply to evidence gathered by agencies outside the District's jurisdiction.
4. No material that could be construed as negative will be placed in the District personnel file unless the employee has had an opportunity to review the material. The employee will acknowledge that s/he has had an opportunity to review such material by offering his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with contents thereof. The employee shall have the right to submit a written response to such materials which will be reviewed by the Executive Director of Human Resources and attached to the file copy.
5. Any statements by any district employee placed in an employee's file(s) shall be certified as true and accurate, under penalty of perjury to the best knowledge of the signer.
6. Access to an employee's personnel file shall be limited to persons who have a valid need to inspect the file for purposes related to legitimate District interests and who have obtained the prior approval of the Executive Director of Human Resources. All persons reviewing a personnel file, other than Human Resources personnel, shall indicate such review by entering their name, position, and the date on a log kept in each file.

J. Complaints

A complaint is negative information received from a third party and conveyed to the administration (or Board) with the intent that the administration take action.

1. Informal Process

The supervisor will encourage the complainant to meet with the employee and discuss the complaint. The administrator will confer with the member and/or the complainant in order to resolve the complaint.

2. Formal Process

If the complaint is not resolved through informal discussion with the administrator, and the complaint might result in a negative evaluation, discipline or placement in the personnel file, the following procedure will apply:

- a. An employee shall be informed in writing of the complaint.
- b. The building principal or his/her designee shall meet with the employee to discuss the complaint. The member will receive a copy of the complaint at or before this meeting.
- c. The meeting shall occur within ten (10) working days of receipt of the complaint if both parties are available or as soon thereafter as possible.
- d. Before a written complaint is placed in an employee's personnel file, the District shall investigate the complaint and determine the complaint's validity. The results of the investigation indicating the area(s) of the written complaint found to be valid or invalid shall be reduced to writing and attached to the complaint.
- e. If the complaint is placed in the employee's personnel file it shall include at least the following information: name of the employee against whom the complaint is made, the date and nature of the complaint, signature of the complainant, and the statement of validity. The employee shall have the right to attach a written response to the complaint.

- f. The District will notify the employee of the disposition of the complaint in a timely manner.
3. General Provisions (These apply to both informal and formal processes.)
- a. Oral, unsigned or anonymous complaints shall not be:
 - i. used by the district as a basis for discipline
 - ii. reflected in the teacher's evaluation or personnel file
 - iii. reduced to writing by any district administrator.
 - b. When investigating oral, unsigned or anonymous complaints, the District may only use independently corroborated evidence for discipline or evaluation purposes.
 - c. Any party involved in the complaint process shall be assured freedom from criticism, discrimination, or reprisal in processing a complaint.
 - d. The employee shall have the right to Association representation of his/her choice in any meeting involving a complaint.

K. Final Evaluation

Final written evaluation of an employee upon termination of his/her employment will be mailed to the employee upon completion.

L. Personal Life

The personal life of a teacher is not an appropriate concern of the District unless it interferes with the teacher's contractual responsibilities. The personal property of teachers shall not be subject to search by any district representative without a search warrant or prior approval of the teacher, except in cases where there is reasonable suspicion of imminent danger to students, or facilities.

M. Workplace and Environmental Safety

The District will comply with State and Federal laws and regulations pertaining to environmental concerns, workplace safety and a healthful working environment.

The District will organize a safety committee at each school to monitor safety related issues. The names of the safety committee members shall be posted at every worksite. The committee will have representatives from all employee groups. The District and the Association mutually agree to work together to promote a safe and healthy work environment within the district.

Teachers who notice unsafe or hazardous conditions in their work environment may report such conditions on the Safety Input Form. A copy of the form will be returned within 2 weeks to the teacher with written information regarding the District's response. Should an environmental hazard(s) be discovered during the District's investigation of the information on the Safety Input Form, bargaining unit members who work at the worksite will be notified of the hazard. In addition, when an environmental investigation is conducted, any written report will be made available at the worksite.

The District shall provide employees with information regarding worker's compensation and the process for filing a worker's compensation claim, identification of disability systems available to employees injured on the job, whistle blower and retaliation, and mother friendly statutes.

No reprisals or discrimination shall be made to any employee who makes disclosures of an unsafe or unhealthy working environment, in accordance with ORS 654.062(5), OAR 839-004-0221.

N. Nondiscrimination

The District and the Association agree they shall not discriminate in the application of this agreement because of: age, race, religion, sex, marital status, national origin, sexual orientation, disability, union activity or membership or non-membership in the Association.

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

P. Personal Property

The District shall reimburse members for the repair or replacement cost of any clothing or other personal property stolen, damaged or destroyed while the member was acting in the discharge of his/her duties.

Q. Teaching Materials

Instructional materials needed to implement a program/class required by the District will be provided to members before they are expected to implement the program. The District will provide opportunities for training in new programs. If the use of technology or technological instruction is required by the District, the District will provide the equipment, software, the opportunity for training, and technical support necessary to perform the duties.

Article 7 Employee Work Year

A. Standard Contract

The standard contract year for employees who have been previously employed in the District shall be one hundred eighty six (186) days. The standard contract year for new employees shall be one hundred eighty seven (187) days. Total instructional hours shall not exceed 101.714% (178/175) of the hours required by the state at any level. All days counted by the District toward the state required hours shall be counted toward the instructional hours total. ~~For 2010-11 school year the parties will abide by the 8-10-10 MOU. The total instructional hours percentage will not be considered part of status quo for the contract ending June 30, 2011.~~

B. Distribution of Contract

The one-hundred-eighty six (186) day contract period shall consist of:

1. 172 – Pupil Instruction days
These days shall include conference days that are counted toward the total state required instructional hours.
2. ~~4~~ 3- Pupil instruction days and /or ~~state-allowed inservice staff development~~ days as determined by the school board. If the District schedules conferences, then 1 of these days shall be designated as a conference preparation day.
3. ~~1~~ 2 ~~4~~- Staff development days (~~7-12~~)
~~These days are to be scheduled as inservice days but may be shifted to pupil instruction days if necessary to meet the state requirements as a result of emergency closure. These days will be planned by the administration after input from staff and need not be scheduled in such a way as to qualify as student contact days under state guidelines.~~
4. 1 - ~~Portfolio or Designated~~ Mid-Year Planning Day (K-12)
~~Teachers with portfolio requirements will use this day to fulfill the portfolio obligations. Each teacher will determine the specific portfolio requirements they will work on. Teachers with no portfolio requirements shall be given job related tasks or inservice, as assigned~~

~~by the building administrator or District administration. For 2010-2011, this day would be scheduled as a mid-year work day with up to 4 hours being reserved for data analysis teams to recalibrate instruction.~~

- ~~5. 1 - Portfolio work day (K-6) For 2010-2011, this day would be scheduled as either an inservice day or a conference prep day should the district require spring conferences. For the 2010-2011 school year, the District has agreed to not require paper portfolios.~~
6. 2-1 - Fall pre-instructional work days*
This day is to be used by members to prepare classrooms, materials, and lessons. There shall be no required District and/or building staff meetings on this day.
7. 1 - Pre/post instructional day—to be determined when the calendar is developed on a building by building basis.**
8. 4 -Pupil evaluation and/or course development days**

~~*No more than one day shall be devoted to District and building meetings. The second day shall be utilized for teacher preparation.~~

**There shall be no required District and/or building staff meetings or duties on these days unless they have been mutually scheduled with the Association. These days are to be member directed and utilized by members to grade/evaluate student work, enter/analyze data, prepare materials and or lessons and/or voluntarily meet with other members to collaborate. These days are not intended to be used for the preparation of IEP Goal Reports.

C. Calendar Development

Prior to winter break, the calendar committee, including at least three members appointed by the Association shall establish the employee work year calendars, including the first and last employee contract days and the dates for winter and spring breaks for the following year. The Board shall take action on these dates in the month of February.

The proposed calendars, including instructional, grading, inservice and conference days, shall be given to the Association by April 1, of each year for the purpose of identifying negotiated days and receiving Association

recommendations regarding non-negotiated days. The Association shall have at least two (2) weeks to review the calendars prior to adoption by the board.

Calendars for any alternative programs and calendars that operate beyond the regular school year shall be developed with staff involvement and be reviewed by the Association.

D. State Inservice Day

The State Inservice Day shall be a non-contract day. Any teacher directed in writing to attend a conference or workshop, or required to work by an administrator will be compensated in accordance with Article 22(d).

- E. ~~The District and Association will collaborate~~ to form a committee charged with investigating the issues raised during bargaining that pertain to Articles 7 and 9. The committee will report its findings to the District and the Association by January 31, 2011.**

Early release and/or late arrival days for students may be designated by the District. These will be used for the purposes of staff development or training. The Administration and the Association will collaborate to plan the priorities, content and scheduling of these days. On early release days, any planned activities will not start until thirty (30) minutes after student dismissal. On late arrival days, any planned activities will end fifteen (15) minutes prior to the start of school.

Article 9 Teaching Hours

A. Length of Workday

The workday for full-time employees shall be eight (8) hours Monday through Thursday and seven and one-half (7½) hours Friday.

1. Individual school hours for classroom teachers may be adjusted to accommodate needs, including required instructional hours, as determined by the building administrator with input from the building employees.
2. Specialists' hours may be adjusted to accommodate needs, including required instructional hours, as determined by the building administrator with input from the department supervisor and the specialist.
3. Individual teachers may establish flexible work schedules by meeting with the building administrator.
4. Individual school hours may be adjusted to accommodate schedule changes (e.g. early release/late start) provided such adjustments are consistent with the contract and approved by the District and the Association.
- ~~5. The Association and District shall meet yearly to review transportation requirements.~~

B. Non-Pupil Contact Time

The employee work-day schedule shall include:

1. Duty free lunch at all levels—minimum of a continuous thirty (30) minutes uninterrupted, plus passing time not to exceed preceded by a five (5) minutes duty free passing time and immediately followed by an additional five (5) minute duty free passing time.
2. Preparation time:
Preparation time will be given in continuous, uninterrupted minutes with the exception of an emergency or an unavoidable interruption. Use

of this time for preparation shall be determined by the teacher, ~~with the exception of an emergency or an unavoidable interruption.~~

~~Kindergarten— at least two (2) thirty (30) minute sections per day**.~~

Elementary Specialists and grades K-5—five (5) hours per week (in sections of no less than thirty [30] minutes). Five of the thirty (30) minute sections shall fall within normal instructional time such as when students are released for PE, library, music or other scheduled programs. Representatives from the District and the Association will work together to resolve site-specific concerns about quality of program, consistency of program and preparation time.

~~Grades 1-5— sixty (60) minutes per day average. The District will, whenever possible, include no less than nine (9) thirty (30) minute sections per week or one (1) forty-five (45) minute period per day**.~~

Grades 6-12 — one class period section per day average for a “traditional” schedule. This period must be within the regularly scheduled classroom instruction time within a building.

Preps for a secondary block schedule (A/B days) shall include one full block (sometimes referred to as a double period) on either the A or B day. On the other day, as much as half of the period may be assigned for other district or school needs (i.e. team prep, student supervision, etc.).

3. Elementary specialists shall have on an average a student contact day no longer than the average student contact day of other intermediate teachers. Elementary specialists who teach prior to or after the normal student contact day shall be given compensatory time within the student contact day. Such time shall count as compensatory non-student contact time only if it is provided in at least thirty (30) minute blocks.
4. Elementary eCounselors shall not have extra-duty assignments beyond those typically assigned to all teachers at their level.
5. Job sharing assignments: The District will endeavor to assign preparation time on a basis that will equalize the teachers' responsibilities.

6. Initial schedules (including staff start and stop times, student arrival and departure times and teacher preparation times) shall be provided to employees prior to the first student contact day of each school year. The Association shall be provided copies of the building schedules by the second week of school.
7. Teachers who assume the responsibility for setting their own schedules or for designing a program must receive District approval each school year for the schedule or program design. And, in these cases, it shall be the individual teacher's responsibility to build appropriate prep time into their schedule.

~~*Must be within the regularly scheduled classroom instruction time within a building.~~

~~**Five of the thirty (30) minute sections shall fall within normal instructional time such as when students are released for PE, library, music or other scheduled programs. Representatives from the District and the Association will work together to resolve site specific concerns about quality program, consistency of program and preparation time.~~

8. The District will ensure that every member's schedule allows for the opportunity for a restroom break midway through each four hour half of their work day.

C. Block courses at high school level (grades 9-12)

A team block assignment, which includes the teaching of three (3) courses in a core subject area (e.g. English, Social Studies, and Science) and one team prep period, will be classified as .5 FTE.

The teacher accepting this assignment will split team prep time with his or her own personal prep time as per Article 9, section B, number 2 of the contract. It will be up to each individual team in coordination with their administrator as to how this will work.

This is unique to the high school (grades 9-12) and any changes proposed by the District to the middle or elementary levels must first be negotiated with the Association.

D. Number of Preparations

The District shall, whenever possible, without having to mis-assign a teacher or reduce a teacher's contracted number of periods, assign middle school and high school teachers to no more than three (3) different subject preparations.

A subject is defined as a specific course which requires a curriculum designed to meet the needs of the students enrolled in that class (i.e. English 9, English 11 and English 12 at the high school level and Advanced Math 7, General Math 7 and Remedial Math 7 at the middle school level). The District will only consider scheduling a teacher for more than three subject preparations after other reasonable options have been exhausted.

Whenever a teacher is scheduled to be assigned more than three preparations, he/she may request a meeting with the Executive Director of Human Resources, the principal and the Association for preview, input and discussion prior to the assignment.

E. Parent Teacher Conferences

1. The time, provided for conferences within the work day, shall be sufficient to allow the teacher to meet the district conferencing requirements based on class size. It is not intended that conference preparation time should be used for conferencing. Specific hours may vary according to individual parent/teacher requests. Affected teachers may then schedule comp time within their conference week.
2. The building administrator may require teachers to extend regular hours for up to four (4) hours during conference weeks for the purpose of conferences. Specific hours may vary according to individual parent/teacher requests. Affected teachers may then schedule comp time within their conference week.

F. Meetings

1. It is intended that all building meetings shall be scheduled within the work day but shall not infringe on preparation time as designated by the schedule set forth in Section B.2 of this article.
2. Individual building hours may be adjusted to hold building staff meetings as long as such adjustment stays within the parameters set

forth in Section A or F of this article. Any adjustments in time schedules shall be made by the building administrator with input from the employees.

G. Compensatory Time

1. Compensatory time shall, upon employee request, be arranged in the amount of time equal to the amount spent for any of the following:
 - a. Any District and/or building responsibility scheduled beyond the normal work day.
 - b. Whenever an employee is given additional supervisory responsibilities within the work day, beyond his/her regular assignment unless resulting from a personal emergency.
2. Employees will notify the administrator in a timely manner when compensatory time is being used or accrued.
3. When employees participate in meetings beyond the normal work day, the administrator shall make every effort to arrange adequate opportunities for compensatory time. If the teacher feels the arrangements for providing comp time are not adequate, s/he may request they be reviewed by the district office.
4. Compensatory time is not expected to be taken within the regular teacher-pupil contact period (i.e., during regularly assigned classes which might create the need for a substitute), or during designated preparation periods.
5. All employees may be required by their building administrators to return for after-school activities up to three (3) times per school year without compensatory time. It is understood that employees may be required to return for more than three (3) after-school activities. In such cases, compensatory time shall be provided in accordance with section F of this article.

Employees who work less than full-time shall receive compensatory time for after school activities in excess of their FTE x 3. Paid extra duty activities are excluded from the provisions of this section.

6. In the event a teacher is required by an administrator to participate in a meeting for which compensatory time cannot be arranged, the teacher shall be paid in accordance with extra duty schedule Article 22.L. This does not apply to Article 9.F.5 (required 3 days).

H. Release Time for Wellness Activities

Where district employees have an established wellness plan, up to thirty (30) minutes a week may be used for this purpose, provided the time is after contact time with students and it does not interfere in any way with job functions (i.e., schedules, meetings, duty assignments, etc.).

I. State and Federal Requirements

The Association may request meetings for the purpose of being updated on new or additional state or federal requirements.

The purpose of the meetings shall be twofold:

1. For the District to identify for the Association the essence and impact of the requirements, and
2. For the Association to have opportunity to make known any concerns impacting their members and to relay to the District recommendations regarding these concerns.

~~**J. The District and the Association will collaborate** to form a committee charged with investigating the issues raised during bargaining that pertain to Articles 7 and 9. The committee will report its findings to the District and the Association by January 31, 2011.~~

Article 13 Academic Freedom

A. **Employee Rights and Responsibilities**

The Board and the Association agree that it is an employee's right and responsibility to study, investigate, present, interpret and discuss all relevant facts and ideas in the field of his/her professional competence. As a professional, the employee strives to maintain a spirit of free inquiry, open-mindedness, and impartiality in his/her classroom.

The District shall include teachers in the development of curriculum and the recommendation for the selection of teaching materials. Supplemental materials and instructional methodology may be used by teachers in accordance with District policy and building procedures.

B. **Personal and Academic Freedom Committee**

In the event an employee contemplates presenting an issue which s/he recognizes as particularly controversial by the standards of the Reynolds patrons, s/he will submit the question to a "Personal and Academic Freedom Committee". The PAFC will be composed of two (2) employees appointed by the Association, two (2) administrators appointed by the Superintendent, and two (2) parents appointed by the Board. The PAFC will rule on the acceptability of the issue for the level to which it is to be presented in the light of community standards and the academic rights expressed in this article. If the employee disagrees with the decision reached by the PAFC, s/he may appeal the decision to the Superintendent for a ruling.

This is not intended in any way to abridge the right of the Board to set limits where it deems necessary.

C. Intellectual Property

Intellectual property created, made, or originated by a member shall be the sole and exclusive property of the member, except as he or she may voluntarily choose to transfer such property, in full or in part.

Article 14 Paid Leaves of Absence

Types of Leaves

Employees shall be entitled to the following leaves of absences with full pay each school year:

~~A. — Emergency~~

~~1. — Employees shall be granted emergency leave with full pay in an amount up to three (3) days per year over the course of this Agreement, usable in not less than one half (½) day portions. However, no employee may use more than five (5) days in any one (1) year without approval of the Superintendent. Applications shall be submitted to the building principal or immediate supervisor of the employee.~~

~~This leave may be granted for the following reasons:~~

- ~~a. — serious illness or serious injury to a party in the employee's immediate family*~~
- ~~b. — Major family events (such as but not limited to, graduation, wedding, birth, return from overseas military deployment)~~
- ~~c. — serious household emergencies (any emergency which cannot be cared for outside of the regular work day)~~
- ~~d. — funerals for close friends~~
- ~~e. — personal emergency. A maximum of one day per year may be granted in the event of an emergency of a confidential nature. However, the employee must indicate the general category of the personal emergency on the appropriate request leave form.~~

~~2. — Requests for emergency leave should be made at least five (5) days in advance when such action is feasible. Absences made necessary for emergencies may be approved if application is made immediately~~

~~(within three [3] school days) upon return to service. All denials will be reviewed automatically by the Superintendent or designee.~~

- ~~3. An additional three (3) days may be approved by the Superintendent or designee.~~
- ~~4. Other days missed because of emergencies will be non-paid subject to provisions 1 and 2 above. The exception to this shall be religious obligations which cannot be satisfied outside of the regular workday. These shall be considered under section A.1. of this article.~~

~~Immediate family shall include the employee's spouse, father, mother, son, daughter, brother, sister, grandparents, grandchildren, step-parents, aunts, uncles, nieces, nephews, in-laws and/or persons sharing a close personal relationship that includes a responsibility for common welfare.~~

A. Discretionary

1. Each member of the bargaining unit will be allowed to take up to four days of discretionary leave per year upon submission of request for such leave, usable in not less than one-half (1/2) day portions. Requests for discretionary leave should be made at least five (5) days in advance when such action is feasible. Absences made necessary by emergencies may be requested if application is made immediately (within three [3] school days) upon return to service.
2. The district will not require the employee to state the reason for the leave.
3. Teachers shall receive compensation at half their per diem rate for any unused portion of this leave. Teachers may only cash out their accrued discretionary leave at the end of the school year. No carry-over of this leave is permitted.

B. Cost of Substitute Leave

Each full-time employee is entitled to two (2) days per year for which the cost of the substitute is deducted from his/her salary. These days may be used for personal or professional needs that cannot be taken care of outside the regular work day. In situations where the district feels it is warranted,

additional cost of substitute days will be considered if such leave does not unduly disrupt the district's educational program.

C. Sick Leave

Employees who are absent because of personal illness or injury or pregnancy or to care for an ill or injured member of the immediate family shall receive compensation on account of sickness during such absence in accordance with the following provisions:

1. All employees working on 186 or 187 day contracts shall be granted ten (10) days sick leave during each school year, employees working 210-day contracts receive eleven (11) days and those on 230-day contracts, twelve (12). Such sick leave shall be credited to said employees on the first school day of the fall semester. In case of employees who begin service after commencement of the school year, sick leave days shall be credited on the first day of employment and shall be prorated.
2. Sick leave days shall accumulate on an unlimited basis.
3. An employee who has accumulated sick leave during employment in another Oregon school district, and who was so employed during the preceding year, shall, upon proper verification be allowed to transfer into this District, the number of sick leave days so accumulated, as allowed by Oregon Statute.
4. With the May paycheck each employee shall be given a written accounting of his/her accumulated sick leave.
5. Verification—a grant of sick leave in excess of five (5) consecutive days may be verified by a written statement from the employee's attending physician or practitioner that injury or illness prevents the individual from work if requested by the superintendent or designee. If the absence is extended over successive pay periods, these verifications must be submitted regularly each month or worded in such a way by the physician as to indicate the length of absence.

All medical records, including verification provided to the district, shall be confidential.

~~Illness of less than five (5) days' duration may require verification if requested by the principal or Superintendent.~~

6. Unused accumulated sick leave will be able to be applied to the individual's retirement formula if allowed by Oregon Revised Statutes.
7. Cancellation—it is understood that all sick leave benefits are immediately and automatically canceled upon termination of employment by resignation or discharge by the District and no payment for unused accumulated sick leave is due.
8. Any employee who has used all accrued sick leave and any available sick leave from a sick leave bank, and is unable to return to work immediately following the exhaustion of such sick leave shall be granted an unpaid medical leave for the remainder of the school year or for a period to be specified by the employee and his/her physician but in no case for more than the balance of the school year.

9. Sick Leave Bank

- a. The sick leave bank is to provide unit members with additional sick leave coverage when their own extended illness exhausts their accumulated sick leave and discretionary leave. The bank is not to be used for routine illness.
- b. The District shall transfer 570 days to the licensed sick leave bank by September 1, 2011. Requests for donation will occur when the number of sick leave days in the bank dips below an amount equivalent to the current number of members. Members will be allowed to donate up to 3 days.
- c. Members in the bargaining unit at the time this agreement is ratified by the parties shall have access to the sick leave bank without further donation. Employees hired after ratification of this agreement shall be required to donate a day to the sick leave bank in order to be eligible to access the sick leave bank.
- d. A committee shall be formed of three members designated by REA to administer the sick leave bank. The committee shall:

1. Review applications from members
 2. Make grants from the sick leave bank
 3. Perform other duties as necessary to administer the sick leave bank
 4. Notify the district as to which members should receive paid days
- e. The committee shall notify the applicant within five working days after receipt of the application. The decisions of the committee shall not be subject to appeal or grievance.
 - f. The District and the Association shall work together to provide the committee with records of eligibility and usage of the sick leave bank.
 - g. Members can apply for grants from the sick leave bank under the following conditions:
 1. Members must have used all accumulated sick leave and discretionary leave.
 2. The member must present the committee with an application, physician's statement verifying the member's illness, and any other documentation as required by the committee. To preserve confidentiality, the nature of the illness need not be revealed.

D. Legal Proceedings

Any employee summoned to serve on a jury or subpoenaed to appear at a legal proceeding shall be granted paid leave of absence for the duration. No paid leave of absence shall be granted in a case brought by the employee against the District. In a case initiated by the employee for the purpose of promoting the employee's business interests, such leave shall be considered under the provisions of Article 14, A. Any fee the employee receives for service, excluding money received for expenses for either jury duty or court appearances, shall be remitted to the District.

E. Injury on Duty

Absence due to a compensable injury as defined in ORS 656.005 (7) (a) and incurred in the course of the employee's employment shall not be charged totally against the employee's sick leave days. The District shall pay to such

employee the difference between his/her regular salary and the benefits received by him/her under the Oregon Workmen's Compensation Law and applied against sick leave on a pro-rated basis of the employee's salary. The District's obligation ends when the employee's sick leave days are exhausted.

F. Military Leave

In accordance with ORS 408.290, any employee who has been employed by the District for a period of six (6) months or more is entitled to a leave of absence from duties for military duty for a period of time not to exceed fifteen (15) days in any one calendar year without loss of time, pay, or regular leave. An employee shall notify the District of the dates of military leave within ten (10) days after receipt of military call-up orders or if a specific request is made by the employee within ten (10) days following the request.

G. Extra Duty Assignments

District employees shall not be required to use personal leave days when participating in normal and expected activities associated with District approved extra duty assignments, clubs or competitions.

H. Bereavement

In the event that all 4 discretionary ~~3 emergency~~ days have been utilized, district employees shall be allowed up to (3) days of absence with pay per occurrence for a death in the immediate family, as defined in Article 14, J A-4.

I. At the discretion of the Superintendent or designee, leaves may be extended.

J. For the purposes of this article, immediate family shall include the employee's spouse, father, mother, son, daughter, brother, sister, grandparents, grandchildren, step-parents, aunts, uncles, nieces, nephews, in-laws and/or persons sharing a close personal relationship that includes a responsibility for common welfare.

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 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.
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.

Article 19 Tuition, Project and /or Workshop Reimbursement

A. Reimbursement Allocation and Authorization

For the duration of this agreement, each full-time employee shall be entitled to tuition reimbursement as follows:

Each fulltime employee shall have a reimbursable amount of ~~\$3,312 during the life of the contract. This is approximately~~ equivalent to twelve (12) six (6) hours per year at the Fall 2011 Portland State University graduate rate during the life of the contract.

Tuition money may be used in the following manner:

1. At the employee's request, to pay for tuition for classes, workshops and conferences that align with the employee's professional goals, building goals, district goals, and/or license/credential requirements.
2. Upon district approval, to pay for travel and related costs for classes, workshops and conferences.
3. At the employee's request, to pay for the cost of a substitute (if one is required) necessary to attend classes, workshops or conferences at the employee's request. The employee shall give the building administrator prior notification when days off are being taken to attend classes, conferences or workshops.
4. District approved projects.
5. The District at its discretion may approve additional tuition grants for areas such as, but not limited to:
 - a. Additional endorsement programs.
 - i. for teachers who have been or may be RIFed from current position.
 - ii. for teachers adding endorsements that complement current endorsements and District curriculum goals

- iii. additional state requirements, including tests, to maintain a current position.
- b. Programs meeting District-identified needs.
Such grants shall be for a specified dollar amount that may be used during an identified time period.

The District shall on an annual basis identify criteria used for the authorization of costs that require District approval. The District shall on an annual basis provide each employee with an itemization showing amounts of tuition dollars used and remaining.

B. Reimbursement Procedure

To qualify for reimbursement for classes taken, the employee shall notify the District of intent to seek reimbursement prior to the start of the class. Following the conclusion of the class, the employee will submit a grade slip indicating successful completion of the class to the District. The grade slip shall be submitted within one (1) month of its receipt by the employee. Additionally, the employee shall submit verification of cost for classes taken.

All notices of intent for tuition reimbursement shall be submitted on or before June 30th of the fiscal year in which the course began so funds may be reserved. Notices of intent submitted after that time will not be reimbursed. Classes qualify for funds available in the contract cycle in which the class begins.

The employee shall receive reimbursement, prior to the receipt of grade slip, by submitting verification of completion of the class or workshop. The granting of early reimbursement does not relieve the employee of the responsibility of submitting grade slips as outlined in this section. Employees who fail to submit a grade slip within sixty (60) days of the completion of the term shall be subject to having their next regular paycheck reduced by an amount equal to the early reimbursement they received.

While the normal circumstances are outlined above, the District that in some situations this may create a financial hardship, thus preventing the employee from taking classes. In these instances, the employee may apply to the District for consideration for prepayment.

The District shall not be responsible for payment for the course if the employee receives a failing grade, leaves the district's employment before completing the course, or does not complete the course. Any fees already paid may be recovered through payroll deductions or other means.

Article 22 Employee Compensation

A. Salaries

The basic salaries for the ~~2011-2012~~ ~~2009-2010~~ and ~~2010-2011~~ school years shall be set forth in Appendix A and ~~Appendix B~~. The salary index appears in Appendix B.

~~The increases shall include the following:~~

~~2009-2010 Increase of 0%~~

~~2010-2011 Increase of 1% to take effect on the March paycheck. (This takes effect for half of the workdays in the year.)~~

The Salary schedule for 2011-2012 school year shall be determined by increasing the 2010-2011 salary schedule base by a percentage equal to the average* increase in the National CPI-U from January 2010 to December 2010 plus 2%.

The Salary schedule for 2012-2013 school year shall be determined by increasing the 2011-2012 salary schedule base by a percentage equal to the average* increase in the National CPI-U from January 2011 to December 2011 with a floor of 2% plus 2%.

*This average is computed by adding the 12 monthly increases, beginning in January, and dividing this sum by 12.

B. Credit

Any newly elected employee coming into the District will be awarded up to twelve (12) years experience for past licensed teaching experience. Credit above these twelve (12) years, or credit granted for prior and related work experience will be based upon administrative judgment at the time of hiring. The District shall notify the Association when such credit is granted.

Should the State of Oregon allow licensure of employees who have not completed a traditional teacher licensing program, or the hiring of non-licensed employees to fill positions traditionally held by licensed employees, the District and the Association shall meet to establish procedures for salary schedule placement for such employees.

C. Missed Contract Days

The penalty for a missed contract day shall be 1/186th of the employee's annual salary unless the non-attendance has the approval of an administrator.

D. Extended Contract

Extended contracts shall be paid on a 1/186th prorated basis for those employees working beyond the standard contract year.

Employees doing summer curriculum work shall be paid an hourly rate based on salary schedule A-0 Base pay). All other summer work shall be paid on the basis of the salary schedule in effect at the time the job was contracted, except where by necessity the job extends into the succeeding contract year.

Salary Beyond Contracts—summer work will be computed on the base of an eight hour work day, prorated on the regular daily contracted base salary according to time worked (four hours work = one-half day pay; six hours work = three-fourths day pay).

E. Hours for Movement

An employee who has completed college work which will advance him/her to another salary schedule column shall furnish evidence thereof prior to September 30, January 15, or April 15, by official transcript or other statement from the registrar of the institution in which the work was done. Transcripts shall be evaluated three times a year and employees shall be able to move on the salary schedule at the appropriate time. The original contract shall be revised upon presentation of proper evidence by any of the three cut-off dates: September 30, January 15, or April 15.

F. Experience

One step on the salary schedule is granted for each year's experience. Any employee who is contracted for no less than one hundred thirty-five (135) days shall be credited with a full year's teaching experience. Employees working less than full-time, who otherwise would have gained credit for salary schedule movement, shall not be prohibited from moving as a result of the scheduling of their work hours.

G. Vertical Movement

Vertical movement on a salary schedule, when accompanied by horizontal movement to a new column, shall be in accordance with the following:

1. No more than one (1) vertical step shall be granted in any one school year.
2. Employees who have been at the top of a salary schedule for more than one (1) year*, and who move to a new column in September, shall move over to the new column and up one (1) step. Subsequent vertical movement shall occur each September.
3. Employees who have been at the top of a salary column for more than three (3) years, and who move to a new column in January or April, shall move up one (1) vertical step at the time of the column move. Subsequent vertical movement shall occur each September.
4. Employees who have been at the top of a salary schedule for more than one (1) year but less than three (3) years, and who move to a new column in January or April, shall move up one (1) vertical step at the time of the move, but shall not move vertically again until one (1) year from the following September. Subsequent vertical movement shall occur each September thereafter.

* One (1) year's experience shall be equivalent to 135 or more regular, continuous, contracted days.

H. Extended Day

For those employees who teach a class before or after school which is in addition to the contract teaching day, the compensation shall be at the rate of fifteen percent (15%) of the employee's current salary schedule step. For those employees who teach a class during their preparation period, the compensation rate will be sixteen percent (16%) of the employee's current salary schedule step. A "double" preparation period shall be compensated at thirty-two percent (32%).

I. Hours for Credit

Hours for credit shall be given as follows:

1. Bachelor's degree—All college credits taken prior to teacher certification based on a bachelor's degree will not be counted beyond the bachelor's degree.

2. Beyond Bachelor's Degree—Only hours required for licensing will be counted for initial salary schedule placement.
3. Master's degree—Only hours subsequent to the master's degree will be considered for placement on the master's plus columns.

The Executive Director of Human Resources will determine appropriate course work/experience to be credited at the time of placement.

J. In-District Credit

The District may grant in-district credit for salary schedule advancement to employees. Credit may be granted for workshops not carrying traditional credit, district committee service, curriculum development and individual programs or projects.

The amount of credit granted shall be equal to one (1) hours credit for ten (10) hours participation. Those requesting in-district credit shall apply to the Assistant Superintendent or Executive Director of Human Resources prior to the commencement of his/her service.

K. Payment for Extended Responsibilities

Any payment for extended responsibilities pay shall be prorated over the twelve (12) monthly paychecks unless the extended responsibility pay is for a seasonal type activity (example: football) and then the payment shall be a lump sum paid on the next pay day following the conclusion of the duties for that activity.

L. Extra Duty Compensation

The determination of the number of extended duty compensation positions to be made available each school year, the job content and duration of the positions offered, and the selection and retention of personnel to be offered these extended duty assignments, rests solely with the District. However, should the district change the job content or duration of the positions, the compensation for such positions shall be negotiated with the association.

1. There shall be a three (3) step schedule based on the Bachelor's beginning step, BA plus three years' experience step, and the BA plus six years' experience step.

- a. BA+3 step: This provides for an increase in compensation in the fourth year of coaching a particular activity.
 - b. BA+6 step: Provides a longevity incentive to attract and keep good coaches active in the District programs.
2. The District may grant, at its discretion, up to five (5) years for transfer into the District if the individual has the experience and recommendations to warrant such credit.
3. In-district coaches may advance on the salary schedule when they accept a more important assignment (e.g., assistant coach to head coach) on the following basis:
 - a. For each two (2) years' experience they will be allowed one (1) year toward salary advancement.
 - b. The same maximum would apply as is allowed for personnel new to the District.
 - c. The only exception to the above would be that no coach will take a cut in salary in moving to the new assignment, as long as that assignment is paid at the higher percentage of the base salary.
4. It will be the responsibility of the music supervisor and the building principal to evaluate extra-duty assignments.
5. It is agreed that these evaluations are separate from the teaching evaluations and only where the responsibility is an extension of the teaching assignment (such as music) will the extra-duty evaluation be reflected in the individual teacher's evaluation.
6. In those instances where satisfactory performance is not maintained, the District may terminate the extra duty assignment without a Board hearing provided the unsatisfactory performance has been demonstrated through the evaluation process and the procedure in this Agreement has been followed.
7. Coaching Extra duty assignments and supervision shall be handled in the following manner:

- a. Coaching assignments shall be made by the building administrator after meeting with the head coach and athletic coordinator to review their recommendations.
- b. If any of these parties are dissatisfied with the final extra duty coaching assignments, s/he may request that the Assistant Superintendent or Executive Director of Human Resources review such assignments before they are made final.
- c. ~~Coaching~~ Extra Duty assignments shall be made so as to balance the District articulation needs and the building needs.
- d. Recommendations and assignments shall be based on final evaluation made the preceding year.
- e. It is the responsibility of the building administrator to complete the final evaluation of all extra duty assignments coaches. For athletic coaching positions, such evaluations shall reflect the input given by the head coach(s) and athletic coordinator. Input by the head coach(s) and the athletic coordinator(s) shall be given in the area(s) of supervision for which they are responsible.
- f. The head coach at each level shall be responsible for providing input regarding all assistant coaches in his/her sport. The high school head coach shall also be responsible for providing input regarding the middle school head coach. The high school head coach may also provide input for the middle school assistant coaches where scheduling makes this practical.
- g. Any head coach or athletic coordinator who feels the final evaluation of a coach does not accurately reflect the input given may request the evaluation be reviewed by the Assistant Superintendent or the Executive Director of Human Resources.
- h. ~~Coaches~~ Members assigned to an extra duty position shall be made aware of all District and/or building expectations regarding their assignments. Yearly evaluations shall be on the appropriate form and shall be based on these expectations.

- i. At the point that is determined that a ~~each~~ member in an extra duty assignment is not meeting District and/or building expectations, s/he shall be informed of the area(s) of deficiency, by the person observing the deficiency, in the meeting with the evaluator. If the deficiency continues, it shall be noted on the final written evaluation.
 - j. If, after a reasonable amount of time, the ~~each~~ member has not corrected noted deficiencies, s/he may be placed "on notice". "On notice" placement shall be accompanied by a written notification stating the area(s) of deficiency, steps necessary for improvement and a reasonable timeline for improvement.
 - k. A ~~each~~ member failing to adequately meet District and/or building expectations as outlined in the "on notice" placement may be transferred to a different ~~eaching~~ extra duty position or removed from his/her ~~eaching~~ extra duty position.
8. All ~~personnel~~ members assigned extra duties (for which compensation is paid) shall receive an addendum prior to the commencement of that activity including salary to be paid.
9. Salaries for any extra-duty position created during the term of this Agreement shall be negotiated with the Association.
10. The Association and the District shall form a joint committee to determine compensation for duties typically assigned to department heads in the past.
11. Coaches whose teams advance to post-season playoff games shall have the additional days pro-rated and paid using their current coaching daily rate as the basis for such pay.
12. The following stipulations shall apply regarding the formation of clubs at the high school level, and the resultant compensation of high school club advisors:
 - a. All clubs must write a charter and have it approved by the activities administrator.

- i. The charter must include the following: A mission statement outlining the purpose of the club. The type of activities in which the club will participate. The estimated number of students that will participate in the club. The estimated number of meetings and activities the club will have each year. A schedule of the meeting and activities for the year. An estimated number of contact hours for the year.
- ii. Initial and continued funding of approved clubs will be based solely on those items listed in section a. above.
- b. By March first of each year the advisor must submit a report of the club's activities for the year to date and an estimate of what the club plans to do for the remainder of the current year.
- c. New clubs will be unfunded for the first year of their existence. By March 1, of the first year of existence, the advisor must submit a charter and a report of the current year's activities to the administrator in charge of activities to be considered for approval next year.
- d. Each school year, the administrator in charge of activities and a representative of the Association will determine the funding level of each club based on the information provided in the charters. If an agreement cannot be reached, the advisors of the club(s) in question may appeal to the Executive Director of Human Resources and/or the Assistant Superintendent.
- d. All funding must fall within the amount of money budgeted for this purpose by the District's budget committee.

13. The District and the Association will collaborate to form a committee that shall include members chosen by the Association. The committee will be charged with reviewing Extra Duty Compensation and shall review number of participants, workload, competition/event schedules, and other factors that may affect compensation. The committee shall solicit input from members currently performing extra duties. The committee will report their findings to the District and the Association by January 31, 2013.

District

Wellness Coordinator 5% Curriculum Committee¹ &
Evening School
Compensatory Time Rate equal to the hourly
Rate equal to the hourly
rate at the A-0 salary step rate at the A-0 salary step

Building Talented and 1% District TAG Coordinator 2%
Gifted (TAG) Coordinators

High School

Baseball

Head 13%
V Assistant 9%
JV Assistant 8%
Assistant 8%

Basketball

Head 16%
V Assistant 10%
Assistant 9%

Cross Country

Coed 13%

Football

Head 16%
Defensive Coord 11%
V Assistant 10%
JV Assistant 9%

Golf 8%

Ski 8%

Department Head

(District) Number of people in
department

1 2%
2 - 4 3%
5 - 7 4%
8+ 5%

Approved Club Adv 1 - 4%

Class Advisor²

Drama

Head 5%, 5%, 7%

Three major Performances per year
(7% for Musical)

League Duties 2%

Assistant 8%

Flag team Advisor 4%

Dance Team 8%

Newspaper 10%

Leadership Council 5%

Soccer				
Head		11%	Rally	
Assistant		8%	Fall	3%
			Winter	4%
Softball			(includes travel to away games)	
Head		13%	Mock Trial	6%
Assistant		8%		
Swimming			Speech	
Head		13%	Head	11%
Assistant		8%	Assistant	8%
Water Polo			Yearbook	10%
Head		13%	Band	13%
Assistant		8%	Musical Drama	6%
Tennis		8%		
Track			Orchestra	3%
Head		15%	Vocal	10%
Assistant		8%	Musical Drama	5%
Wrestling			Volleyball	
Track			Head	14%
Head		15%	Assistant	8%
V Assistant		9%	Leadership/Activity	
Assistant		8%	Director	13%
Stunt Team		8%	Satellite Campus	10%
Hospitality/Tourism		8%	Teacher-In-Charge	
Food Instructor			(no campus admin-	
Extra-duty			istrator assigned)	
Assigned Overnight		.3%		
Trip Supervision		per		
(maximum of 15		night		
nights)				

Middle Schools

Athletic Coord

Season	7%
Year	21%

Basketball

Head	7%
Assistant	5%

Cross Country

Coed	5%
------	----

Football

Head	11%
Assistant	8%

Student Council³

Outdoor School 3%

Team Leader 5%

Elementary Schools⁴

Band 2%
3% if assigned

Orchestra 2%
to two or more

Vocal 2%
buildings

Track (coed)

Head	8%
Assistant	5%

Volleyball

Head	8%
Assistant	6%

Wrestling

Head	8%
Assistant	5%

Band 6%

Orchestra 2%

Vocal 5%

Drama 5%

Intramurals 3%

Building Testing Coord 2%

Teacher in Charge 5%

1. Curriculum Committees – In-district credit for service on curriculum committees shall be awarded on the basis of one (1) hour credit for ten (10) hours uncompensated service.
2. Class advisors – An equivalent of 20% shall be provided for the high school to be distributed between class advisors, the number of advisors and the percentage paid to each will be determined by each high school.
3. Student Council – if an employee is required to supervise student council s/he shall receive one (1) period per day to do so.
4. Band, Orchestra and Choir shall be considered interchangeable in terms of credited experience (the stipend is 3% if assigned to two or more buildings).

M. Early Retirement

1. When a teacher retires under the provisions of PERS, the District shall offer the option of an early retirement program which provides a monthly payment of \$600.00 for a maximum period of thirty-six (36) months.

Such monthly payments shall be in accordance with the following conditions:

- a. The teacher must be retired and receiving benefits under the Oregon Public Employees Retirement System.
- b. For employees with thirty (30) or more years total service with PERS monthly "Early Retirement Payment" shall be terminated as of the end of the calendar month in which the retired teacher dies, qualifies for Social Security benefits at age 62, or when a total of thirty-six (36) payments have been made, whichever comes first.

For employees with less than thirty (30) years total service with PERS at age 59:

- i. Early retirement payments may continue beyond age 62 (to a maximum of age 65).
 - ii. The "age 62 cutoff" shall be extended by the number of years an employee is short of thirty (30) years qualified PERS service at age 59.
- c. In order to qualify for full benefits defined in this Article, the teacher must have completed at least thirteen (13) years of service from last date of hire (first day worked).

A teacher wishing to retire under PERS with less than thirteen (13) years of service may elect to do so if they have a minimum of ten (10) years of service from last date of hire. In such cases, all retirement benefits shall have the dollar amounts based on the ratio of years of service from last date to thirteen (13) years (i.e. 10/13, 11/13 or 12/13).

- d. A teacher planning to take early retirement must give notice thereof to the Superintendent at least sixty (60) calendar days prior to his/her retirement date.
 - e. Medical coverage for teacher (and spouse) may, at the teacher's option and subject to the insurance carrier's approval, be provided and deducted from the \$600.00 monthly payment.
2. The employee, at his/her request, shall have the total early retirement package extended over a longer period of time. Such extension shall not go beyond the employee's sixty-fifth (65th) birthday.

If the employee desires extended early retirement, it shall be indicated in the notice given the District in Section M.1.d of this Article.

3. Payment for Unused Sick Leave

The District will make payment for unused, accumulated sick leave for employees retiring under the provision of PERS with the following provisions:

- a. Payments shall be \$50.00 per accumulated sick leave day.
- b. Payments may be:
 - i. in a lump-sum at retirement, or
 - ii. added to the monthly stipend provided in section M,1 of this article.
- c. For those who elect to take the district payment for unused sick leave, their sick leave account shall be considered by the district at zero (0) days, and reported to PERS accordingly.

N. Deferred Compensation Plan

The following deferred compensation plan is available to all REA members hired with a starting date of service of November 30, 2003, or earlier.

Members with a starting date of service of November 30, 1992, or later, may elect to participate in the deferred compensation plan or the provisions of M. 3. and 4., but not both. Upon joining the deferred compensation plan, all future use of the provisions of M. 3. and 4. is discontinued.

As members move up in PERS experience, from one category to the next, the District shall increase the monthly contribution accordingly if the employee matches the funds as outlined below.

Qualifications for matching funds:

Beyond full PERS retirement eligibility \$0 from District

20 + PERS years	\$50 monthly if employee matches the funds
15 - 19 PERS years	\$25 monthly if employee matches the funds
4 - 14 PERS years	\$15 monthly if employee matches the funds
0 - 3 PERS years	\$0 (Employee may choose to join with their own funds only.)

Article 23 Fringe Benefits

A. Amounts

The District shall contribute to each employee of the bargaining unit, on a pro-rata basis, the following amount for the purchase of fringe benefits listed in Section B:

~~\$800~~ 1200 per month, effective October 1, 2011 ~~2009~~

~~\$900~~ 1300 per month, effective October 1, 2012 ~~2010~~

Health insurance coverage shall extend to the spouse, domestic partners (same or opposite sex), and/or child or children of the member.

B. Distribution

1. Distribution of the District contributions shall be among the various mutually approved insurance and annuity programs:
 - a. Hospital medical plan
 - b. Dental plan
 - c. Life Insurance plan
 - d. Income replacement plan
 - e. Annuities
 - f. Vision care
 - g. Any future mutually acceptable plan

3. Annuities/TSA's are removed as an option for use of fringe dollar contributions of the District for employees hired on or after July 1, 1993. Any employee in the District as of June 30, 1993, who has elected to use any portion of their fringe dollars for TSA contributions prior to the end of the enrollment period in September, 1993, shall continue to have TSA's as an unrestricted option for fringe distribution. Any employee in the District as of June 30, 1993, who has not elected to use any portion of their fringe dollars for TSA's by the end of the enrollment period in September, 1993, shall not thereafter have TSA's available as an option for fringe distribution.

C. Term Life Insurance

The District shall provide, at no cost to the employee, term life insurance in the amount of \$ 20,000, for the term of this agreement for each employee in the bargaining unit.

D. Notification

Members of the bargaining unit will notify the personnel office of any changes concerning how their additional monies are to be distributed during the term of the Agreement no later than September 5. New members of the bargaining unit shall notify the personnel office concerning this matter within ten (10) days of their beginning employment in the District.

E. Employee Assistance Program

The District will provide an Employee Assistance Program for all bargaining unit members.

F. 125 Plans

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 insurance premium costs from pre-tax dollars to the full extent allowed by law.

Article 26

Special Education

A. Definitions

Those classrooms designated as Self-Contained Special Education classrooms are considered special education classes for the purposes of this article.

B. Unit Allocations

Students in Self-Contained Special Education classrooms shall be counted in the building's total enrollment for the purpose of determining classroom teacher allotments, unit allocations, and specialist support services.

C. Placement

1. When the District places Special Opportunity classrooms in buildings, it shall consider the factors regarding their impact on regular classrooms and the mainstream possibilities in each situation.
2. When multiple placements of special needs students occur in a single classroom, the district shall review the situation and consider appropriate adjustments in class loads.

D. Inclusion Students

The District shall provide employees with administrative procedures for special education that deal with:

1. Teacher representation at placement and I.E.P. meetings.
2. Training for classroom teachers involved with special needs students.
3. Development of plans of action for special needs students with behavior problems, prior to the placement of these students in the regular classroom as soon as is practical.
4. Placement determination at an IEP meeting being contingent upon the levels of support services to be provided for a special needs inclusion student at the time of placement.

E. District Support

1. Teachers in special education assignments who are responsible for IEPs, assessments and evaluations for eligibility, and manifestation determinations shall receive a stipend equivalent to 5 days of pay at their daily rate.
2. Special education and other unit members who are required to conference regarding IEP's, planning for assessment & evaluation, and eligibility determination shall have a substitute provided to allow for such meetings to occur within the workday. If a unit member is willing to attend such a conference that can only be held outside of the workday such member shall be compensated at his/her hourly rate.
3. It is the intention of the District to provide additional reasonable support for special education teachers when time constraints warrant special consideration. Members shall receive Special Consideration Compensation by following guidelines and submitting the form attached in Appendix C.

This support must be preapproved and shall take the form of:

- paid additional hours at the regular rate (which may be as little as a few hours, and as much as several days),
- extended school year,
- substitute teachers to provide release time, and
- other possible accommodations in line with the above.

The District shall provide appropriate application forms for teachers requesting such support and the approval of each request shall be based on need.

If the application is denied at the building and department level, the employee may appeal the decision to the Executive Director of Human Resources.

~~The Association and the District shall review the use of this program during the Fall of the 2007-08 school year.~~

Article 31

Duration of Agreement

A. Effective Date

This Agreement shall be effective retroactive to July 1, 2011 ~~2010~~, and shall continue in effect until June 30, 2013 ~~2011~~, subject to the Association's and/or the District's right to negotiation over a successor Agreement as provided in Article 2.

B. Agreement of Bargaining

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining, and that the understandings and Agreements arrived by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, except as provided in Article 3 C - Separability.

C. Signators to Agreement

In witness whereof the Association has caused this Agreement to be signed by its president and negotiators and the Board has caused this Agreement to be signed by its chairman, chief negotiator, and negotiations team members and attested by its Superintendent clerk.

Appendix A1

REYNOLDS SCHOOL DISTRICT NO. 7

2009-2010 SALARY SCHEDULE

Step	<u>0% increase over previous year</u>					
	BA	BA+20	BA+40	BA+60 MA	BA+90 MA+24	BA+120 MA+45
0	37,167	38,238	39,094	41,551	43,044	44,084
1	38,738	39,886	40,744	43,400	44,914	46,012
2	40,325	41,550	42,420	45,272	46,804	47,959
3	41,985	43,294	44,166	47,233	48,779	49,994
4	43,615	44,998	45,884	49,151	50,715	51,994
5	45,268	46,737	47,622	51,105	52,684	54,026
6	46,925	48,475	49,366	53,057	54,657	56,064
7	48,608	50,247	51,141	55,047	56,662	58,128
8	50,329	52,035	52,937	57,058	58,687	60,222
9	-	53,840	54,756	59,091	60,747	62,338
10	-	-	57,542	61,150	62,819	64,484
11	-	-	-	63,207	64,899	66,623
12	-	-	-	65,326	67,050	68,838
13	-	-	-	-	-	71,062

**Members pay the individual 6% contribution to
Public Employees Retirement System (PERS)**

Appendix A2

REYNOLDS SCHOOL DISTRICT NO. 7

2010-2011 SALARY SCHEDULE

1% increase over previous year
to take effect on March paycheck

Step	BA	BA+20	BA+40	BA+60 MA	BA+90 MA+24	BA+120 MA+45
0	37,539	38,620	39,485	41,967	43,474	44,525
1	39,125	40,285	41,151	43,834	45,363	46,472
2	40,728	41,966	42,844	45,725	47,272	48,439
3	42,405	43,727	44,608	47,705	49,267	50,494
4	44,051	45,448	46,343	49,643	51,222	52,514
5	45,721	47,204	48,098	51,616	53,211	54,566
6	47,394	48,960	49,860	53,588	55,204	56,625
7	49,094	50,749	51,652	55,597	57,229	58,709
8	50,832	52,555	53,466	57,629	59,274	60,824
9		54,378	55,304	59,682	61,354	62,961
10			58,117	61,762	63,447	65,129
11				63,839	65,548	67,289
12				65,979	67,721	69,526
13						71,773

**Members pay the individual 6% contribution to
Public Employees Retirement System (PERS)**

Appendix A

REYNOLDS SCHOOL DISTRICT NO. 7

2011-2012 SALARY SCHEDULE

3.6% increase over previous year

Step	BA	BA+20	BA+40	BA+60	BA+90	BA+120
				MA	MA+24	MA+45
0	38,890	40,011	40,906	43,477	45,040	46,128
1	40,534	41,735	42,633	45,412	46,996	48,145
2	42,194	43,476	44,387	47,371	48,974	50,182
3	43,931	45,301	46,214	49,423	51,040	52,312
4	45,637	47,084	48,011	51,430	53,066	54,404
5	47,367	48,904	49,830	53,474	55,126	56,531
6	49,100	50,722	51,655	55,517	57,191	58,663
7	50,861	52,576	53,512	57,599	59,289	60,823
8	52,662	54,447	55,391	59,703	61,408	63,014
9		56,336	57,294	61,830	63,563	65,228
10			60,210	63,985	65,731	67,473
11				66,137	67,908	69,712
12				68,355	70,158	72,029
13						74,356

Members pay the individual 6% contribution to Public Employees Retirement System (PERS)

**Appendix B
SALARY INDEX**

REYNOLDS SCHOOL DISTRICT NO. 7

Step	BA	BA+20	BA+40	BA+60 MA	BA+90 MA+24	BA+120 MA+45
0	1.00000	1.02882	1.05185	1.11795	1.15812	1.18611
1	1.04227	1.07316	1.09624	1.16770	1.20844	1.23798
2	1.08497	1.11793	1.14134	1.21807	1.25929	1.29037
3	1.12963	1.16485	1.18831	1.27083	1.31243	1.34512
4	1.17349	1.21070	1.23454	1.32244	1.36452	1.39893
5	1.21796	1.25749	1.28130	1.37501	1.41749	1.45360
6	1.26254	1.30425	1.32822	1.42753	1.47058	1.50843
7	1.30783	1.35193	1.37598	1.48107	1.52452	1.56397
8	1.35413	1.40003	1.42430	1.53518	1.57901	1.62031
9		1.44860	1.47324	1.58988	1.63443	1.67724
10			1.54820	1.64528	1.69018	1.73498
11				1.70062	1.74615	1.79253
12				1.75763	1.80402	1.85213
13						1.91196

**Appendix C
Special Consideration Compensation Form**

REYNOLDS SCHOOL DISTRICT NO. 7

1204 NE 201st AV
Fairview, OR 97024

503-661-7200
FAX 503-667-6932

It is recognized that all salaried teachers often or continually have obligations beyond the school day in the form of grading papers, lesson planning, preparation, meetings or other professional obligations.

However, it is the intention of Reynolds School District to provide reasonable support for special education teachers when time constraints warrant special consideration.

Note: All requests must be pre-approved.

Teacher: Please explain the special and non-routine nature that has made this request needed in your opinion: _____

Teacher: Please indicate your preference for support.

___ additional hours paid (number of hours requested __ when _____)
___ extended school year (number of days requested __ when _____)
___ substitute for release time (number of days requested __ when _ _____)
___ other accommodation requested _____

Teacher Signature: _____ **Date**

.....i

Q Approved Q Denied

Building Administrator _____ **Date**

Comments:

Q Approved LI Denied

Student Services Director _____ **Date**

Comments:

Any appeal to a decision shall be made to the Executive Director of Human Resources Employee:
Please make a copy to retain for your own records.

Special Consideration Compensation Guidelines:

The items listed below are meant to be used as guidelines when you, a special education professional, intend seeking approval for special consideration compensation. All requests must be made in advance whenever possible. Requests must be “approved” by your building administrator. That is to say, your building administrator should agree that the work is necessary and falls outside of what might reasonably be accomplished within the confines of your regular work schedule. However, your building administrator does not have the final word. You may seek approval from the Student Services Director directly if necessary. Please make and keep a copy of any requests you submit.

#1: Evaluative testing & reporting for initial or ongoing eligibility. Request substitute release time at the rate of ½ day (four hours) per evaluation.

#2: IEP, eligibility, manifest determination, and other SPED necessary meetings that cannot be scheduled within the contract day. Request additional hours of compensation at the regular rate on an hour-for-hour basis. This must be carefully documented and approved in advance whenever possible. If an administrator asks you to attend a meeting outside of contract time, or asks you to stay at a meeting beyond the contract day, please be sure to inform them of your intention to seek compensation so that they are giving informed consent.

#3: Planning, scheduling, and other meetings needed for maintenance of effort. Request additional hours of compensation at the regular rate on an hour-for-hour basis. This must be carefully documented and approved in advance whenever possible. If an administrator asks you to attend a meeting outside of contract time, or asks you to stay at a meeting beyond the contract day, please be sure to inform them of your intention to seek compensation so that they are giving informed consent.

#4: IEP Goal Reports. Twice each year plan to request one full day’s compensation at the regular rate and near the goal report dates, for every caseload of 28 students. This works out to 15 minutes per student average. You should bill at the rate of ¼ hour per student for caseloads above and beyond 28. At the end of the year this compensation may be requested as “extended school year”.

#5: Extended State Testing. Request substitute release time at the rate of 2 hours per test administration.

Again, these are guidelines and are not meant to be all-inclusive. There may be additional special circumstances. The key element here is planning and seeking approval ahead of time. For further clarification see RSD Licensed Teacher Contract 2006-2009, Article 26-Special Education, Section E-District Support, on page 94.