

5:25AM
5/21/12

District's Package Proposal #3
5/20/12 Mediation

[Note: *Italics* are used to show the changes in the RSD's proposal from its 5/10/12 proposal for ease of comparison.]

- All Tentative Agreements as set forth in District's Final Offer of 4/19/12 (as amended by 4/27/12 "List of Corrections.")

Article 3.E (Miscellaneous): RSD agrees to return to current language 2009-11 Contract.

- Article 5 (Employee Rights): *Current contract language (2009-11).*
- Article 5.M: Workplace and Environmental Safety

Existing Contract language plus the following:

The District recognizes its responsibility under State law to establish and administer a safety committee or hold safety meetings.. The District will use its best efforts to keep the names of safety committee members current and posted in schools. The

District and the Association mutually agree to work together to promote a safe and healthy work environment within the district.

In the event that a workplace hazard or unsafe condition is identified, the District will endeavor to keep the safety committee and building staff apprised of the status of an investigation.

Article 5.N: Nondiscrimination:

The District and the Association acknowledge that both are subject to various State and Federal laws relating to discrimination based upon age, race, religion, sex, marital status, national origin, sexual orientation, disability, union activity or membership or non-membership in the Association.

Both parties agree to encourage individuals who claim discrimination issues to use whatever currently existing procedures under the law or Board policy exist to redress these issues.

Article 5.O: Student Performance on Tests:

The parties agree that the licensed evaluation committee formed under Article 5.H.7 will include discussion about the appropriate use of student performance on tests in the evaluation process in light of whatever core teaching standards are ultimately adopted by the State Board of Education

5.Q: REA's 5/10/12 proposal plus the following language in bold:

- If the District is unable, for any reason, to provide the materials, equipment and/or training necessary to implementing a District program, the District will not hold members accountable for implementation of the program. **The District determines what materials, equipment and/or training are necessary to implement a District program.**
- Article 7 (Employee Work Year): REA proposal in Sections A-E in its Final Offer of 4/19/12 (this is REA's Initial Offer language of 5/3/11) with the following changes:
 - In 7.B.8 the last sentence reading "These days are not intended to be used for the

preparation of IEP Goal Reports” is stricken.

- *In 7.E the time is changed to (20) minutes rather than (30) minutes for early release days.*

- Article 9 (Teaching Hours): Current language from 2009-11 Contract with the following modifications:

- *REA’s 5/21/12 2:00am proposal on 9.B.2.*

- *9.B.8: Each building administrator will be responsible for assuring that members have an opportunity to attend to personal/health needs at least once within a four hour period.*

- *9.E.1: Add “Specific hours may vary according to individual parent/teacher requests with the approval of a building administrator.”*

- [Note: Prep time remains unchanged from 2009-11 contract. The District has also withdrawn its proposal to remove the “Wellness Activity” in 9.H]

- Article 13 (Academic Freedom): Current language 2009-11 Contract.
- Article 14 (Paid Leaves of Absence):
 - Current contract language in Section A.1 Emergency;
 - RSD's Final Offer 4/19/12 in Section A.2;
 - Delete RSD's Final offer 4/19/12 in Section B [note: this removes any reference to discretionary days];
 - Current Contract language in Section C (now Section B) Cost of Substitute Leave;
 - RSD's Final Offer 4/19/12 in Section D (now Section C) Sick Leave.
 - **REA proposal of 5/20/12 regarding A.1.f family responsibilities that cannot be handled outside the workday.**
 - [Note: RSD has deleted its proposal regarding 1 discretionary day because of REA's refusal to acknowledge the cost. This cost has been moved into Article 22 Employee Compensation]
- Article 18. (Student Discipline): RSD Final Offer 4/19/12 amended by the following:

- A.4: REA's 4/27/12 proposal is acceptable.
- A.5: Replace REA's 4/27/12 proposal with the following: "By September 1, 2012 the District shall develop procedures to disseminate information to members on a need-to-know basis when such members are assigned to work with or supervise students who (1) have a behavior plan as part of IDEA or 504 plan; or (2) are subject of a report made to the school by the County Juvenile Department, **as needed**, in accordance with ORS 419B.015. There will be training for all Association members on these procedures. The Building Representative and Association President will be provided with a copy of the District's procedures."
- 18.C: RSD 4/19/12 Final Offer.
- Article 22 (Employee Compensation):
 - *We are offering a compensation and benefit package for \$3,837,274.00. We are open to discussions on how this amount might be allocated to compensation and fringe benefits, but the total amount must equal \$3,837,274. We have provided one idea for how this might work in the*

attached spreadsheet. This amount includes the step increase given for 2011-12.

- A 2% COLA for 2013-14 which becomes payable retroactively to July 1, 2013 if in the next biennium (2013-15) the legislature appropriates \$6.4B for K-12 education and the District actually receives one-half of the additional revenue of \$5M or greater for the 2013-14 school year as verified by the District on or before May 31, 2014.
- [Note: RSD removed the language we proposed on May 3rd relating to reopeners tied to the ending fund balance because of the REA's Strike Notice of May 8th which claims that contract reopeners are one of the reasons for a strike. Those reopeners have been removed from the RSD's proposal.]

- Article 23 (Fringe Benefits):

- Section A:
 - \$900/month for 2011-12;
- *We are offering a compensation and benefit package for \$3,837,274.00. We are open to discussions on how this amount might be allocated to compensation and*

fringe benefits, but the total amount must equal \$3,837,274. We have provided one idea for how this might work in the attached spreadsheet.

- *The District is interested in the REA's insurance pool proposal and would like to explore the concept more fully in discussions about compensation and fringe benefits.*
- *District's proposal for the remainder of Article 23.B.*

- *Article 24 (Funding): Return to current contract 2009-11. The previous contract language in Article 25.E (School Closure) which was incorporated into the District's Article 24 in its final offer of 4/19/12 would be put back in Article 25 where it came from, with the following underlined changes:*
- *"The employment relationship between the bargaining unit members and the District shall continue to the extent described in this Article during any period of school closure due to a decrease in state school funding in K-12. During school closure due to lack of funds, the district acknowledges that the bargaining unit members are temporarily laid off, and agrees to*

recall, pursuant to Article 25.B.8 above, all teachers to regular duty promptly upon obtaining funds sufficient to resume normal operations. Employees are not paid for any days laid off.”

- *Article 25 (Reduction in Force): District’s proposal set forth in its Final Offer of 4/19/12.*
- *Add back current language 2009-11 contract in 25.E School Closure as stated above in Article 24:*
 - *“The employment relationship between the bargaining unit members and the District shall continue to the extent described in this Article during any period of school closure due to a decrease in state school funding for K-12. During school closure due to lack of funds, the district acknowledges that the bargaining unit members are temporarily laid off, and agrees to recall, pursuant to Article 25.B.8 above, all teachers to regular duty promptly upon obtaining funds sufficient to resume normal operations. Employees are not paid for any days laid off.”*

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

- Article 31 (Duration of Agreement): Three-year contract for 2011-14.

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