

## REA Mediation Package Proposal

May 21, 2012 8:30am

Article 3 Miscellaneous

Current Contract

Article 5 Employee Rights

REA Final Offer with the following changes:

O. Any attempt to use student performance data for evaluation purposes shall take into consideration all of the following:

1. multiple measures of teacher effectiveness based on widely accepted standards of teaching that encompass a range of appropriate teaching behaviors,
2. the use of multiple evaluation methods,
3. evidence of student academic growth and learning based on multiple measures of student progress.

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

Eliminate REA proposal P. Personal Property

N. The District 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.

Members who opt to pursue discrimination claims through non-contractual venues shall waive their rights to the grievance procedure.

### Q. Teaching Material

If the District is unable, for any reason, to provide the materials, equipment and/or training necessary for implementing a District program, the District will not hold members accountable for implementation of that program. The District determines what materials, equipment and/or training are necessary to implement a District program.

Article 7 Employee Work Year

REA Final Offer with the following changes:

In 7.B.8 the last sentence, These days are not intended to be used for the preparation of IEP Goal Reports., shall be removed.

In 7.E the time shall be changed to 20 minutes rather than 30 minutes for early release days.

Article 9 Teaching Hours

REA Proposal included below.

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**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 Counselors~~ 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. Each building administrator will be responsible for developing a schedule that ensures that members will be given an opportunity to attend to personal /health needs. This schedule will ensure that members have this opportunity at least once within a four hour period.

**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                      Current Contract

Article 14 Paid Leaves of Absence              REA Final Offer with the following changes:

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Section A. Returns to Current Contract with a new A.1.f. family responsibilities that cannot be handled outside the workday.

Article 18 Student Discipline

REA 4-27-12 3pm Proposal attached

**Article 18**  
**Student Discipline**

**A. Disruptive Students**

1. When, in the judgment of a teacher, a student is by his/her behavior disrupting the instructional program to the detriment of other students, the teacher may send the student to an administrator or designee. If requested by the teacher, communication shall occur between the administrator or his/her designee and the teacher before the student is authorized to return to class. If deemed necessary, the administrator may involve a parent in the conference.
2. As soon as possible, but not later than the conclusion of the following school day, the referring teacher shall submit a written report including a statement of the facts and a summary of conditions which led to the referral and steps taken by the teacher to remedy the situation.
3. Where the principal and teacher concur, a student may be detained for a set period of time before returning to the classroom.
4. All teachers shall be provided with a copy of the building discipline codes and the District's policy on student discipline will be posted on the District's website and listed in each building's staff handbook.
5. In order to ensure classroom safety, members who teach or supervise students have a need to know relevant information, as allowed by law, regarding disruptive students assigned to them.

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

By January 1, 2012, each school building shall develop procedures to disseminate information to members assigned to work with or supervise students who (i.) have a behavior plan as part of an IDEA or 504 plan, or (ii.) are the subject of a report made to the school by the County Juvenile Department, in accordance with ORS 419.015(3) (b) as soon as the District is made aware of such situations. The Building

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Representative and Association President will be provided with a copy of each building's procedures.

**B. Building Discipline Policies**

All building discipline procedures shall be those outlined in the District Student Conduct Code. Building level procedures shall include any necessary procedures for implementing the District policy and shall be reviewed annually at the building level. Additionally, the building or District procedures shall include: feedback to appropriate teachers on disciplinary actions; staff procedures for dealing with discipline; and methods for informing teachers of students who present safety/behavioral concerns.

**C. Building Discipline Inservice**

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

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

2011/12 Current Salary Schedule (no cola added to the salary schedule) + Steps

2012/13 2.5% Cola + Steps (Steps delayed for 6 months)

**Cost: \$2,498,846**

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

2011/12 \$900 monthly district contribution

2012/13 \$1100 monthly district contribution with an insurance pool

**Cost: \$1,307,280**

Insurance Pool: Members opting out of major medical insurance will be limited to half of the District's monthly contribution. They will continue to be able to purchase the full slate of insurance options that they currently have with dollars allocated. Additionally, there are 19 members currently contributing more than \$450 to the TSA. They will be grandfathered and receive the full district contribution for investment. All unused dollars will create a pool to be redistributed to all bargaining unit members. REA and the District will meet to determine the

current FTE after open enrollment and the remaining dollars will be distributed to all members to minimize out of pocket expenses. Pool calculations will be completed within 7 days following the open enrollment cut off date.

Article 24 Funding                      Current Contract

Article 25 Reduction in Force        Current Contract

Article 26 Special Education        REA Final Offer with a reduction of stipend to 3 days beginning in the 2<sup>nd</sup> year.

**Cost new money: \$92,423**

Article 31 Duration of Agreement    2 years

All previously signed Tentative Agreement

**Total Cost: \$3,898,549**

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