

Executive Summary of Tentative  
Agreement Reached Between the  
Reynolds Education Association and  
Reynolds School District  
on May 26, 2012

# Twelve Sections - Current Contract Language

- Preamble
- Article 1, Recognition
- Article 3, Miscellaneous
- Article 6, District Rights
- Article 10, Employee Assignment
- Article 13, Academic Freedom
- Article 17, Substitute Teachers and Student Teachers
- Article 20, Strikes and Lockouts
- Article 24, Funding
- Article 28, Mentorship Program
- Article 29, Site Based Committees
- Article 30, Professional Development

# Minor Changes

- Article 2, Negotiations Procedure – this changes how the collective bargaining agreement is provided to the Association.
- Article 4, Association Rights and Privileges – changed the amount of time that the Association has to speak at orientation in-service meeting.
- Article 11, Vacancies, Promotions and Transfers – clarifies that vacancies will be posted on the District website and correct certain typographical errors.

# Minor Changes (cont'd)

- Article 15, Unpaid Leave – adds language about what position an employee could expect upon returning from unpaid leave.
- Article 16, Transportation Reimbursement – clarifies how District employees will handle pupil transportation in private vehicles.
- Article 19, Tuition Project and/or Workshop Reimbursement – clarifies how tuition reimbursement is requested and the tuition reimbursement amount.

# SUBSTANTIVE CHANGES

## Article 21, Dues and Payroll Deductions

- An example of a payroll check will be placed on the District website.
- The parties have agreed to change the payroll cycle beginning with the 2012-2013 school year to have summer paychecks paid out once a month in June, July and August.

# Article 5, Employee Rights

- Adds a section for the redesign of the evaluation process in section H, 7.
- Adds language to section M, Workplace and Environmental Safety, which provides for a process for teachers who notice unsafe or has a work conditions to report such conditions to the District along with how information will be shared back to teachers who report such conditions.
- Section N, Nondiscrimination. The District acknowledges that it is subject to state and federal laws relating to discrimination and encourages individuals who claim discrimination to use whatever existing procedures exists to address these issues.
- Section O, Student Performance. Provides that if the District uses student performance data for evaluation purposes and transfers, it will take into consideration certain criteria set forth in Oregon law. Also provides that student performance will not serve as a basis for disciplinary action.
- Section P, Teaching Materials. This provides that if the District is unable to provide the necessary materials, equipment or training for implementing a District program, it will not hold members accountable for implementation of that program.

## Article 7, Employee Work Year

- Keeps the same number of contract days but provides for slight changes in pupil instruction days, staff development days, fall pre-instruction days, and pupil evaluation and course development days.
- Clarifies the amount of time planned activities will start on early release days and when planned activities will end on late arrival days.

## Article 9, Teaching Hours

- Maintains the current teacher prep time scheduled within normal instructional time at all levels.
- Provides a mechanism to provide teachers with “relief times” to attend to personal health needs within a 4-hour period of time.
- Provides flexibility with the approval of building administrators for parent-teacher conferences.



## Article 14, Paid Leaves of Absence

- Clarifies that emergency days are not intended to extend any vacation or holiday time.
- Recognizes that emergency leave may be granted for “family responsibilities that cannot be handled outside the workday.”
- Agrees that all medical records relating to verification for sick leave will remain confidential.

## Article 18, Student Discipline

- Clarifies how the District will notify the teachers about students who potentially pose a danger to themselves or others and provides that the District will develop procedures to disseminate information to teachers who are assigned to work with these students.
- This section also adds training for certain individuals relating to the sharing of information about students

# Article 22, Employee Compensation

- The 2011-2012 salary schedule will remain the same as 2010-2011.
- Effective July 1, 2011, the 2011-2012 base salary shall increase by one percent (1%).
- An additional one percent (1%) will be added to that base salary the second half of the school year for 2012-2013.
- There will be a two percent (2%) COLA for the 2013-2014 school year if an audit of the general ending fund balance provided by January 10, 2014, is more than \$12 million. It clarifies that the “general ending fund balance” does not include other restrictive categories of state and other programs, nutrition services, early retirement, insurance reserve, debt service, and capital projects.
- Further provides that if the general ending fund balance for 2012-2013, as measured by the auditors by January 10, 2014, is less than \$12 million, there will be no additional COLA added to the 2012-2013 base salary schedule.
- For the 2012-2013 school year, there will be a step increase that goes into effect for second half of the school year. For the 2013-2014 school year, that experienced step will take effect on June 29, 2014.
- In section L, Extra-Duty Compensation, there are some adjustments to language relating to coaching positions. There is also an agreement to form a committee to review the extra-duty compensation with a report back to the District and to the Association by January 31, 2013.

# Article 23, Fringe Benefits

- For the 2011-2012 school year, the contribution will remain the same at \$900 per month.
- For the 2012-2013 school year, the contribution will be \$925 per month.
- For the 2013-2014 school year, the amount will start at \$925 per month but then effective April 1, 2013, will increase to \$1,000 a month.
- For the 2013-2014 school year, the District contribution will raise to \$1,100 per month effective April 1, 2014.
- Article 23 also includes that the District will provide an employee assistance program for all members and give information regarding a 125 plan to all members.
- There is also an agreement to provide for an insurance pool and provides that members opting out the District's major medical insurance will be limited to half of the District's monthly contribution. The pool would become effective during the 2012-2013 school year.

## Article 25, Reduction in Force

- The major provisions of the Reduction in Force article remain unchanged. However, there have been clarification that the training program will have a duration of no more than one year for a member who needs training to become competent.

## Article 26, Special Education

- Provides that special education staff are required to conference regarding individual education plans shall have a substitute to occur within a workday and will be compensated at their hourly rate if the conference is held outside the workday.
- Additional language also provides that the District will provide additional, reasonable support for special education teachers and that those members might receive special consideration compensation following existing guidelines.

## Article 31, Duration of Agreement

- Changes from a two-year contract to a three-year contract ending on June 30, 2014.

# Memorandum of Agreement

- The parties agreed to develop a Memorandum of Agreement relating to donation and distribution of a sick leave bank for all District employees.



# Strike Settlement Agreement

- The Superintendent of the District has signed a Strike Settlement Agreement ending the strike and returning employees to work on May 29, 2012. This Strike Settlement Agreement includes a release of all claims between District and Association relating to unfair labor practices or other complaints. It also requires the District to communicate to local police authorities and to the district attorney that they do not seek criminal prosecution of any employee representative or supporter for strike-related activity. Specifically, the District has agreed to “promptly contact the Fairview Police and the Multnomah County District Attorney’s Office, notify them of the parties’ settlement, and specifically request that charges against the picketer related to her picketing activity on May 25, 2012, be dropped.” We recognize that the decision whether to prosecute criminal activity rests with law enforcement and the Multnomah County District Attorney’s Office.