



The second open bargaining session between Reynolds Education Association (REA) and Reynolds School District (District) was held on April 1, 2021 by Zoom call.

This session was to discuss Article 5, 8, 19, and Appendix H.

Teams were introduced as follows:

REA Bargaining Team

- Bruce Marsh, Special Education Teacher, Reynolds Middle School
- Joyce Rosenau, ELD Teacher, Glenfair Elementary School
- Brian Jay, Teacher, Reynolds High School
- Molly Frye, Social Worker, Reynolds Middle School
- Bruce Scherer – OEA Uniserve Rep

District Bargaining Team

- Valerie Tewksbury, RSD Board Chair
- Lisa McDonald, Principal, Glenfair Elementary School
- Tanya Pruett, Principal, Walt Morey Middle School
- Wade Bakely, Principal, Reynolds High School
- Rebekah Jacobson, Legal Counsel, GHR
- Dr. Angela Freeman, Assistant Superintendent - Human Capital Management

REA and the District reviewed Ground Rules and unopened Articles.

Articles 1, 2, 3, 4, 6, 10, 11, 12, 13, 14, 15, 16, 17, 20, 21, 24, 25, and 29 reviewed and released to be signed electronically at 5:32 PM.

The District Presented its Counter Proposal:

1) Article 5

- J. Complaints* – Proposed clarifying language to address situations when Title IX and Oregon law conflict with procedure outlined in Article 5.
Reads: ‘This complaint procedure will not apply when there are allegations of criminal activity, sexual harassment, sexual conduct or discrimination.’
- M. Workplace and Environmental Safety* – Accepted addition of electronic notification in the event of an environmental hazard. Proposed addition of “upon receipt of a demand to bargain from the Association” to REA’s language to address need for an MOU in the event of public health emergency.
- P. Teaching Materials* - Accepted addition of ‘technological resources and support’ to list referenced in clause. District is not agreeable to proposed joint committee for curriculum and technology review. Accepted proposed language regarding bilingual curriculum development with the clarification that the work will be paid at the curriculum rate and must be pre-approved by District.
Reads: ‘If the District is offering a bi-lingual program all the curriculum should be provided in that language. If the District is unable to provide this they will pay members

at the curriculum rate peridium for such work; **this work must be pre-approved by the District.**

2) Article 8

- i) *C. Individual Rights* – Accepted language change from ‘unsafe’ to ‘unwell in their physical environment’. Proposed removal of current committee language and proposed language that references existing procedures and policy for reporting safety concerns.

3) Article 19

- i) *Reimbursement Allocation and Authorization* – Accepted proposed language changes.
- ii) *A.1* – Accepted proposed language to expand eligible courses and programs with the clarification that coursework improves the member’s instructional skills and knowledge. District is not agreeable to proposed increase to allocation of funds (\$250 to \$350) for professional memberships and proposed additional use to allow funds to pay for licensure expenses.
- iii) *A.2* – Accepted proposed language update ‘shall be entitled to’.
- iv) *A.5.b.* – Proposed return to original contract language as utilizing iVisions to track tuition reimbursement balances is not currently possible.
- v) *B. Reimbursement Procedure* – District is agreeable to proposed timeline with language clarification ‘provided the member has furnished the District with the necessary documentation for such a request.’
- vi) *C. Tuition Vouchers* – District is not agreeable to the proposed reimbursement for members who choose to donate tuition vouchers to District.

4) Appendix H

- i) District is agreeable to proposed Appendix H. Counter proposal included housekeeping language changes (‘district’ to ‘District’).

Caucus from 5:17 PM – 6 PM

REA Presented its Counter Proposal:

1) Article 5

- i) *J. Complaints* – REA is agreeable to proposed language.
- ii) *M. Workplace and Environmental Safety* – REA is agreeable to proposed language.
- iii) *P. Teaching Materials* - Proposed language for District and REA to collaborate on ‘new curricular and/or technological materials or programs’, removed proposed joint committee.

Reads: **‘The District and the Association will form a committee with equal representation, which will collaborate on decisions regarding the acquisition of new curricular and/or technological materials or programs.’**

REA is not agreeable to curriculum rate, countered with hourly rate. Accepted proposed language requiring District preapproval with the addition that approval be provided ‘in a timely manner’.

Reads: ‘If the District is offering a bi-lingual program all the curriculum should be provided in that language. If the District is unable to provide this they will pay members at the curriculum-hourly rate peridium for such work; this work must be pre-approved by the District in a timely manner.’

2) Article 8

- i) *C. Individual Rights* – Accepted removal of current committee language. REA is not agreeable to addition of language that referenced existing procedures and policy for reporting safety concerns. REA shared an example of a school that was vandalized, and members felt unwell due to paint fumes. REA would like language to provide guidance for situations that require an urgent response. Proposed language that guides members to notify their administrator to seek reasonable accommodation to the situation.

3) Article 19

- i) *A.1* –Accepted proposed language that defined coursework with clarification that coursework improves a member’s professional skills rather than instructional skills.
Reads: ‘and/or courses or programs that improve and enhance the unit members’ ~~instructional~~ **professional** skills and knowledge.’
Proposed increase to allocation of funds (\$250 to \$350) for professional memberships and proposed additional use allowing funds to pay for ‘non-TSPC licensure expenses’.
- ii) *A.5.b.* – Proposed that ‘District shall provide a mechanism to give unit members an itemization showing the amount of tuition dollars used and remaining.’
- iii) *B. Reimbursement Procedure* – REA is agreeable to proposed clarification ‘provided the member has furnished the District with the necessary documentation for such a request.’
- iv) *C. Tuition Vouchers* – REA is agreeable to the existing contract language regarding tuition vouchers.

4) Appendix H

- i) REA is agreeable to proposed housekeeping language changes to Appendix H.

Caucus from 6:20 PM – 6:50 PM

The District Presented its Counter Proposal:

1) Article 5

- i) *P. Teaching Materials* – District is agreeable to proposed language:
Reads: ‘~~The District and the Association will form a committee with equal representation, which will collaborate on decisions regarding the acquisition of new curricular and/or technological materials or programs.~~’

District accepted proposed addition that preapproval be provided to members ‘in a timely manner’. District is not agreeable to proposed pay at hourly rate for dual immersion curriculum development. District views this work as planning based and not direct instruction, therefore proposed the work be paid at curriculum rate.

Reads: ‘If the District is offering a bi-lingual program all the curriculum should be provided in that language. If the District is unable to provide this they will pay members at the ~~curriculum-hourly rate peridium~~ for such work; this work must be pre-approved by the District in a timely manner.’

2) Article 8

- i) *C. Individual Rights* – District is agreeable to proposed addition with the clarification that members collaborate with their administrator to seek ‘reasonable remedy’ rather than ‘reasonable accommodation’.

3) Article 19

- i) *A.1* – District is agreeable to proposed clarification that coursework improves a member’s professional skills.

Reads: ‘and/or courses or programs that improve and enhance the unit members’ ~~instructional~~ **professional** skills and knowledge.’

District is agreeable to increasing the allocation of funds for professional memberships, proposed allocation be increased to \$300 rather than \$350.

District is not agreeable use of tuition reimbursement funds to pay for ‘non-TSPC licensure expenses’. District would like to ensure tuition dollars are utilized for professional development rather than licensure expense.

- ii) *A.5.b.* – District is agreeable to proposed language ‘District shall provide a mechanism to give unit members an itemization showing the amount of tuition dollars used and remaining.’

Caucus from 7:00 PM – 7:20 PM

The REA and District Discussed Proposals:

1) Article 5

- i) *P. Teaching Materials* – REA proposed pay for dual immersion curriculum development be at hourly rate due to difficulty of work and required skill set. Noted that additional compensation may assist in the retention of staff members with these abilities.

Reads: ‘If the District is offering a bi-lingual program all the curriculum should be provided in that language. If the District is unable to provide this they will pay members at the ~~curriculum hourly rate peridium~~ for such work; this work must be pre-approved by the District in a timely manner.’

2) Article 8

- i) *C. Individual Rights* – REA is agreeable to proposed clarification that members collaborate with their administrator to seek ‘reasonable remedy’ rather than ‘reasonable accommodation’.

3) Article 19

- i) *A.1* – REA is agreeable to increasing the professional membership allocation to \$300 and the return to existing contract language regarding use of professional membership allocation of tuition reimbursement to pay for licensure expenses.

Caucus from 7:30 PM – 7:40 PM

1) Article 5

- i) *P. Teaching Materials* –District views curriculum development as planning based, not direct instruction, which would be paid at curriculum rate.

Reads: ‘If the District is offering a bi-lingual program all the curriculum should be provided in that language. If the District is unable to provide this they will pay members at the ~~curriculum-hourly rate peridium~~ for such work; this work must be pre-approved by the District in a timely manner.’

Summary:

1) Article 5

- ii) *J. Complaints* – Agreement on language
iii) *M. Workplace and Environmental Safety* – Agreement on language
iv) *P. Teaching Materials* - Agreement on all language excluding rate of pay. Discussion about placing Article 5 in “trade bin” for later negotiation sessions.

2) Article 8 – Tentative Agreement

3) Article 19 – Tentative Agreement

4) Appendix H – Tentative Agreement

The REA and District discussed next steps.

The REA and District certified next session will take place Thursday April 22nd, 5 – 8 PM.

District will send Article 8, Article 19, and Appendix H for signatures.

District to present counters to Article 7, Article 18, Article 26, Article 27, and Article 28 at April 22nd session.

Upcoming Bargaining Dates scheduled as follows:

- Session 3: April 22, 2021
- Session 4: May 4, 2021
- Session 5: May 18, 2021
- Session 6: June 3, 2021
- Session 7: June 17, 2021