

Bethel School District #403 BEA Contract Negotiations

Bethel School District

6-23-09

Article 2 Management

Propose Current Contract Language

A-1 Article 8 Rights of Employees

Section 1 – Discrimination

Current Contract Language

Section 2 – Evaluation of Students

Paragraph 1 – TA

The district recognizes the teacher as competent to evaluate students. However, should a request be made to change a final term grade, the administrator and teacher will confer regarding that decision if the teacher is available. In the event the teacher is not available, a notation will be made to indicate that the grade was changed by the administrator. All parties shall be notified of the outcome.

Paragraph 2 – TA

The District will not conduct open comparison of individual employees by means of student data. Formalized Federal/State/District testing results will not be the basis for evaluating employees. Data will be used to improve student achievement in the development and implementation of strategic learning plans.

In the event a Special Services employee needs special education testing material, they may submit a request to Special Services. The employee will be notified of the availability of the testing materials or an alternative assessment within 5 working days.

Accept with modification

Remainder of Article CCL.

A-2 Article 11 Academic Freedom & Responsibility – TA

Employees shall be free to think and to express ideas free from undue pressures of authority. Such freedom must be unrestricted except as it conflicts with the basic responsibility to utilize an approved District course of study which each employee must accept.

The principle of academic freedom for employees shall not supersede these basic responsibilities:

- (A) A commitment to the democratic tradition as a way of life.
- (B) A concern for the welfare, growth, and development of children.
- (C) An insistence upon objective scholarship.

The employee shall be deemed competent and responsible to assist in designing the curriculum, in conformity with the laws of Washington and rules and regulations of the local as well as the State Board of Education.

Employees will exercise professional judgment in determining when and how to modify or supplement lessons to meet the needs of students within the district approved curriculum. Teachers are encouraged to work collaboratively to meet the learning needs of students.

When new curriculum or technology is adopted, employees will be provided with training or release time to learn the new materials.

It must be recognized that, consistent with the maturity level of the students, an effective teaching technique may include the free interchange of ideas that will lead to a clearer understanding of the problem at hand. This must be accomplished within the framework of the preceding paragraphs on academic freedom.

The employee shall be allowed to access appropriate **and relevant** internet sites necessary for academic or job-specific freedom.

In the presentation of controversial issues, the employee is responsible to make every effort to carry out the study in a manner in which the students: (1) keep the objectives of the study clearly in mind; (2) understand the issues involved and their implications, and; (3) reach their own conclusions regarding the issue.

Article 12 Planning Time

A-3 Section 1 – General

Paragraph 1 - TA

Planning time is for the employee to prepare, plan, and confer with students, parents/guardians, administration, or staff. **Regularly scheduled meetings shall not be mandated during planning time.**

The 30 minutes immediately before and the 30 minutes immediately after the student day and the 30-minute duty-free lunch are not to be considered as part of secondary or elementary planning time.

A process will be developed at the building level to provide volunteers for class coverage. In the event volunteers are not available, mandatory class coverage will be assigned. The District will make every effort to assign on an equitable basis based on the needs of the building.

Counselors, librarians, building specialists, and ESA's will have equivalent planning time scheduled during the workweek. They will confer with respective building principals/program director to mutually develop work schedules including planning time and travel time.

In the event the administration requires counselors, librarians, building specialists, and ESAs to cover a class during their scheduled planning time, an opportunity to makeup the lost planning period shall be offered within two (2) weeks; however, in lieu of makeup time, the employee may choose to be paid at the rate of eighteen dollars (\$18) per half hour or a portion thereof for such coverage. This rate will increase by one (1) dollar each year of this agreement. If the employee chooses the payment option he/she must so inform the administration within two (2) days of the coverage.

A-4 Section 2 – Secondary Employees

Paragraph 1 – TA

Secondary employees shall have one (1) class period per day (minimum 45 minutes) for instructional planning except for assigned supervisory duties and meetings of faculty members. Schools opting for non-traditional schedules that may restrict the daily minimum planning time allocation of 45 minutes must file and receive an Association waiver. ~~For the 2007-2008 school year only, current schedules will proceed while the Association waiver process is undertaken for the first semester.~~

In the event that the administration requires an employee in a secondary school to cover a class during their normal planning period, an opportunity to make up the lost planning period shall be offered within two (2) weeks; however, in lieu of make-up time, the employee may choose to be paid at the rate of eighteen dollars (\$18) per half hour or a portion thereof for such coverage. This rate will increase by one (1) dollar each year of this agreement. If the employee chooses the payment option he/she must so inform the administration within two (2) days of the coverage.

An employee ~~who volunteers and is assigned~~ **selected** to teach a regularly assigned class during his/her planning period will be issued a supplemental contract and shall receive compensation based on the relationship between the planning period(s) bought out and the total number of class periods offered at that school each day. Compensation shall be determined based on a percentage of the employee's annual salary: i.e., one (1) planning period bought out in a six (6) period day for one school year equals 1/6th (one-sixth) of his/her annual salary. Compensation is to be prorated based on the number of days of such assignment. **All positions to be filled with a buyout of planning time shall be posted within the building and emailed to all building employees five (5) business days prior to filling the position.**

A-5 Section 3 – Elementary Employees

All elementary employees shall have not less than 150 minutes of planning time per week. This may be averaged over a two-week period. Every effort shall be made to provide scheduled planning time of thirty continuous minutes within the student day. Classroom teachers assigned to split classes will be given priority consideration for additional planning time which may be available within each school's allocation.

Additionally, each employee will have 25 minutes of daily, uninterrupted planning time before or after school. Attendance at staff meetings and/or supervisory duties, during planning time shall be optional, except that once per week, a staff meeting ~~that either extends the day or~~ that uses the 25-minute planning time, can be required. **The principal will, in collaboration with teachers, schedule passing time to and from specialist classrooms as needed to ensure contracted plan time.**

In the event that the administration requires an employee in an elementary school to cover a class during his/her normal planning period, an opportunity to make up the lost planning period shall be offered within two (2) weeks; however, in lieu of make-up time, the employee may choose to be paid at the rate of eighteen (\$18) per half hour or a portion thereof for such coverage. This rate will increase by one (1) dollar each year of this agreement. If the employee chooses the payment option, he/she must so inform the administration within two (2) days of the coverage.

If students from an uncovered classroom are distributed to two or more employees, the employee sharing the load will divide the hourly rate of \$36 per hour for the time covered, up to an entire day of \$216 for six students contact hours. This hourly rate will increase by two dollars each year of this agreement. This daily rate will increase by twelve dollars each year of this agreement.

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Each year of the agreement, ~~ninety thousand (\$90,000)~~ **ninety-six thousand (\$96,000)**, will be pro-rated between Bethel School District elementary schools, based on FTE, to implement a site designed model approved by a majority of the site's certificated staff to provide additional supervision/planning time. ~~An additional \$6,000 will be added to this fund for each year of the agreement.~~

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Remainder of Article CCL.

Article 18 WORKING PERIODS
Sections 1 and 2 CCL

A-6 Section 3 – IEP Compensation

Employees who are responsible for writing IEPs have the option to either access release time or compensation if the IEP is on time and meets compliance. Requests for compensation must be submitted monthly, prior to the 10th, for payment to occur the following month.

The following conditions apply:

One hour release time per IEP per year, for the purpose of writing IEPs, scheduling students, meetings, and fulfilling other IEP paperwork responsibilities. The employee's release time will occur at the building site or a mutually agreed upon alternate location.

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Be paid at the rate of ~~\$22.00~~ **\$24.00** per IEP per year. ~~The rate will increase by \$2.00 per IEP per year for each year of the agreement.~~

In the event a re-evaluation warrants development of an entirely new IEP within a year, the case manager will inform the Executive Director of Special Services and may request approval for IEP compensation.

A-7 Section 6 – Core Training - TA

Employees in specialty areas **including world languages** and special services may request waivers for 7 hours of Bethel Core Training not offered by the district. Waivers must be approved by the area director and/or the District/Association committee.

A-10 New Section – Waiver Days

In an effort to improve learning and meet school improvement plans, the use of waiver day(s) shall be determined by the entire staff and building principal in accordance with State Board of Education waiver allowance.

A-11 New Section – Job Sharing -TA

Employees who job share shall

1) receive a TRI package based on their respective FTE, times the amount for which they would qualify in a full time position

Accept

2) share one benefit allocation on a prorated basis

Accept

3) with prior principal approval, be eligible to work full LID and supplemental work days

Accept with proposed language change.

4) receive any other compensation provision agreed to by the parties

Decline

5) continue in this job share arrangement until they choose otherwise or if teaching position is to no longer exist due to budget or enrollment issues.

Decline

Article 23

A-14 Assignment and Transfer

Decline

Propose Current Contract Language

A-15 Section 7 – Involuntary Transfer

Decline

Propose Current Contract Language

A-16 Article 29 Health Care Funding Above State Funding

The District will pay the health care carve out for all employees. The District will contribute ~~\$210,000 in 2007-08~~ and \$230,000 ~~in 2008-09~~. This funding is contingent upon full M & O levy funding.

A-18 Article 36 Emergency Leave/Personal Leave

Section 1 – Emergency Leave – CCL

Section 2 – Personal Leave

Decline

Propose

One (1) paid personal day to attend to personal matters which cannot be dealt with outside of the workday shall be granted at the discretion of the employee, provided that this leave may not be used for Association business or to extend holidays or

vacations. Personal leave may not be taken during the last ten (10) school days of the school year. **Exceptional circumstances may be approved by the superintendent or designee.** Notice of the intent to use this leave shall be made to the immediate supervisor prior to intended use. Superintendent or designee will consider exceptions to the deadline.

A maximum of one personal leave day may be cashed out annually at the employee's per diem rate. Application for this payment must be made by the eligible employee in writing and received in the District's human resources office no later than June 30 in the school year for which it is sought.

Section 3 – Written Requests – CCL

Section 4 – Personal Leave Accumulation

Personal leave may be accumulated to a maximum of ~~three (3)~~ **four (4)** days.

A-19 Article 38 Family Medical Leave Act - TA

Paragraph 1

Accept

Decline balance of A-19 proposal as indicated in BEA Proposal #5.

Article 44 Workload

A-20 Paragraph 1

Decline

CCL

Section 1 – Elementary Class Size Provision

Decline

Propose CCL

Section 2 – Secondary Class Size Provision

After October 1 and any time thereafter, if a secondary teacher's class enrollment in the core subjects (language arts, social studies, science, mathematics, and world language) **has a class load which exceeds an average of** thirty-three (33) or forty-five (45) for physical education classes the employee and the principal shall confer and develop a plan of action within five (5) working days. The parties will initiate the plan of action within five (5) working days of said conference. PROVIDED: Staff in secondary schools operating on a non-traditional schedule are exempt from this provision.

Options to consider for a plan of action may include:

- One day substitute per month to provide for planning
- Instructional support for the classroom
- Pay to the employee the equivalent to the cost of one day substitute time per month

Section 6 – On-line Grading, Report Cards and Classroom Web Sites

In recognition of an employee’s statutory responsibility to evaluate each student’s educational growth and development and make periodic reports thereon to parents, guardians, or custodians and to school administrators (RCW 28A.150.240), the District shall provide on-line grading, report card and class-web site capability to employees. Training and technical support shall be part of an on-going and up-to-date program to provide this service to employees. The District ~~strongly encourages~~ **may require** employee use based on the table below: ~~of on-line grading, classroom websites, and providing for Family Access.~~

<u>Elementary</u>	<u>Secondary</u>
<u>Online Grading</u>	<u>Online Gradebook – District Approved System</u>
<u>Classroom Website</u>	<u>Online Grade Posting</u>

The district will continue to provide technical support for websites and district systems/programs.

A-21 Section 3 – Special Education Student Assignments

Paragraph 1

Decline

Propose Current Contract Language

Paragraph 2

~~The District will make good faith effort to provide twenty-four hours notice to classroom teachers of placement of special needs students who enroll after the start of the student school year.~~

A-22 Section 4 – ESA Caseload

Occupational Therapists, Physical Therapist, and Speech-Language Pathologists, and Special Education Teachers

Decline

Propose

The following procedure shall be followed when an employee believes his or her caseload is excessive:

1. The certificated employee expresses a concern about his/her caseload to their assigned supervisor.
2. The certificated employee and the administrator shall try to reach a mutually agreeable solution. It may be necessary to confer with other administrators, or the executive director of special services.

The parties will shall confer and develop a plan of action within ten (10) working days. The parties will initiate the plan of action within twelve (12) working days of said conference.

Options to consider for a plan of action may include:

- Instructional support for the classroom
- Provide additional equipment, supplies, and materials or funds to support individual professional development
- Other mutually agreed upon solution(s)

The district will make a good faith effort to equalize workload considerations of caseload numbers.

A-23 New Section – Behavioral Specialist
Decline

A-24 New Section – Workload Council
Decline

Propose:

In response to your suggestion, we propose the development of a Teaching and Learning Advisory Council comprised of classroom teachers as follows:

<u>Years of Experience</u>	<u>Elementary</u>	<u>Secondary</u>
<u>0 – 5</u>	<u>4</u>	<u>2</u>
<u>5 – 10</u>	<u>4</u>	<u>2</u>
<u>10 – 15</u>	<u>4</u>	<u>2</u>
<u>15+</u>	<u>5</u>	<u>3</u>

The council will collaboratively work to identify opportunities to maximize district-wide teaching and learning within existing resources. The council

would report its observations and recommendations to the superintendent. Recommendations would include examining current practices and exploring research-based opportunities to improve student learning. Included will be the development of plans of action for potential pilot programs. Recommendations as to the sites for such programs, as well as necessary training requirements, training schedule, supporting materials, textbooks, and other support that may be required would be included. The council would advise the superintendent as to the potential benefits of these possible program changes. The district will provide analytical support if requested, as possible. Membership in the council would include one teacher from each school. Membership would increase as the number of schools increase. Each teacher representative to the council would be elected by the teachers at that school. Members will be elected by using the Australian ballot method.

Written proposals will be forwarded to the Board of Directors.

A-25 New Section – Advisory – BEA Withdrew
Decline

A-26 New Section – Late Arrival Days - TA
The purpose of these days is to provide time for employees to work together around school and student academic improvement issues. The intent is not to increase workload. These days are to be planned and executed by the staff and building principal.

This time shall not impact the 30-minute WAC time prior to arrival of students. Any impact on individual planning time will be minimized and such loss of time will be reasonably distributed in an equitable manner among staff.

A-28 Article 45 Calendars
Section (B)
Accept

Remainder of Article CCL.

A-29 Article 50 Substitutes
“Represented substitutes” refers to certificated employees. Unless otherwise mutually agreed, the hiring and retention of substitute teachers shall be as follows:

Substitutes who have been employed for twenty (20) consecutive days in the same position shall on the twenty-first (21) day in said position and thereafter while in said position be paid based on the certificated salary schedule appropriate to their education and experience.

Substitute teachers who have been employed for thirty (30) consecutive days in an open position will receive per diem and benefits limited to medical and dental coverage until the position is filled. If the substitute teacher is absent from their assignment due to illness, emergency or bereavement, it shall not be considered a break in his/her consecutive days of employment.

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The substitute teacher's daily rate of pay will not be less than ~~\$125~~ **\$130** per day. ~~This rate will increase \$5 per day per year thereafter.~~

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The District will supply the Association with a substitute teacher work list upon request. In return, the Association will recommend those substitute teachers whom the Association feels have qualified as represented substitute teachers.

The District will not use scheduling to prevent a substitute teacher from achieving represented status. Failure to employ or not to re-employ a substitute teacher by the District is not subject to the provisions of this contract; shall not be considered a disciplinary action and is not grievable.

The District will not require student teachers to substitute during their student teaching.

A-30 New Article – Contracting Out – BEA Withdrew

A-31 Appendix D-1

Decline

Propose Current Contract Language

A-32 Appendix D-2

Decline

Propose Current Contract Language

A-33 Supplemental Stipend Schedule

Decline

Propose Current Contract Language

Article 52 Duration

This agreement shall be in full force and effect from September 1, 2009 to August 31, 2011.

It is the intent of the parties to be able to modify this agreement at any time during the term of this agreement. Therefore, either party to the agreement may request negotiations with respect to any provision of this herein by giving written notice to the other party. The notice shall describe the provision(s) or other subject matter to be negotiated and the reason(s) for the request. Negotiations shall commence on a mutually agreed upon time and date. Any amendment mutually agreed to in writing by the parties shall be incorporated into the agreement upon ratification by both parties unless another effective date is specified.