

# Bethel School District #403

## BEA Contract Negotiations

Bethel School District

6-24-09

### Article 12 Planning Time

#### A-3 Section 1 – General - TA

##### 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~~ **nineteen** dollars (~~\$18~~) (**\$19**) 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~~ **nineteen** dollars (~~\$18~~) (**\$19**) 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 1/6<sup>th</sup> (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 building administrator will meet with each interested staff member prior to filling the plan period buyout.**

#### 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.**

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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)~~ **nineteen (\$19)** 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~~ **\$38** per hour for the time covered, up to an entire day of ~~\$216~~ **\$228** 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.

OR

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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~~ **\$1.00** 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.

***Section 5 – Learning Improvement Days***

Proposed: See attached document.

**Article 23**

**A-14 Assignment and Transfer**

Decline

Propose Current Contract Language

***Section 4 – Reassignment at Current School or Work Site***

A written request for a change in assignment must be submitted to the building principal and/or program manager by March 1st of each year.

Employees requesting reassignment at their current school or work site shall be given first consideration before new hires, and voluntary and involuntary transfers, so long as the following qualifications are met:

- (A) Appropriate teaching certificate and endorsement(s) or equivalent.
- (B) Prior successful experience in an assignment directly related to the open position or evidence of educational background that would reasonably qualify the employee for the open position.

Employees who received an “unsatisfactory” during the current or previous year or are on a plan of improvement, provisional status, probation or on a Professional Assistance Track are not eligible for a voluntary transfer or reassignment except by mutual agreement.

The District or designee shall give tentative notice by the close of school to employees of assignments and changes in assignments for the following school year. After the close of school, the District or designee shall give written notice to employees of changes in assignments as soon as class schedules are determined.

In determining reassignments, building administrators shall first seek qualified volunteers within the building. Due consideration of employee experience shall be given. The building administrator may reassign based on the educational needs of the building. Any employee involuntarily reassigned or not reassigned to a desired

position shall receive, at the employee's request, a written explanation of the reassignment decision.

**For any employee involuntarily reassigned more than two (2) grade levels or to a new subject area, building administration will work proactively to support the employee in his/her new position. This may include classes, materials, mentoring, or any other resource needed to assist the employee with a successful transition.**

#### A-15 Section 7 – Involuntary Transfer

Decline

Propose Current Contract Language

An employee is subject to assignment, reassignment, or transfer to duties for which the employee is qualified through appropriate certification/endorsement. Any employee being involuntarily transferred shall have the right to a conference with the building administrator.

Seniority (i.e. the least senior in District experience) shall be considered in deciding involuntary transfers.

For any employee involuntarily transferred during a school year, he/she shall receive at least five (5) school days notice before reporting to a new building. The employee, at his/her option, may waive this provision.

Upon their request, employees transferred involuntarily will receive assistance from the District in moving instructional materials.

At least two (2) days of release time shall be given the affected employee in order to complete the move and become oriented to the new building if the involuntary transfer occurs within ten (10) days before the school year starts or during the school year.

In the event that building staff reduction is deemed necessary due to building enrollment adjustments, the District shall seek qualified volunteers. If no qualified volunteer is available within the appropriate department or grade level (K-6) within that building, involuntary transfers shall be done on a seniority basis. ~~such that the employee(s) to be transferred shall be the least senior in a department or grade level (K-6) within a building.~~ When an employee is involuntarily transferred, such employee shall have the opportunity to make known to the appropriate administrators his or her wishes regarding a new assignment. An employee who is involuntarily transferred shall be transferred to an assignment for

which he/she is qualified prior to the placement of employees seeking voluntary transfers or applicants from outside the district.

**For any employee involuntarily reassigned more than two (2) grade levels or to a new subject area, building administration will work proactively to support the employee in his/her new position. This may include classes, materials, mentoring, or any other resource needed to assist the employee with a successful transition.**

Employees who are involuntarily transferred will be given every consideration in returning to their previous assignment during the two years immediately following transfer if openings at their previous assignment and for which they are qualified become available.

**During the first two years, any involuntary change in assignment will be noted on the employee's performance evaluation.**

#### **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 **\$270,000** ~~in 2008-09~~. This funding is contingent upon full M & O levy funding.

#### **Article 44 Workload**

##### **A-20 Paragraph 1**

CCL

##### **Section 1 – Elementary Class Size Provision**

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**

Propose Current Contract Language

**A-21 Section 3 – Special Education Student Assignments**

**Paragraph 1**

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

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 five (5) working days. The parties will initiate the plan of action within six (6) working days of said conference.**

**Options to consider for a plan of action may include:**

- **One day substitute per month for planning**
- **Pay to the employee the equivalent to the cost of one day substitute time per month**
- **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-24 New Section – Workload Committee**

A joint Workload Committee shall be developed to study and address the impact of any existing or proposed program, potential pilot program, technology changes, or any other program that may significantly affect employees. Proposed changes will be reviewed by the committee and result in a recommendation. The recommendation of the committee will be forwarded to the Association and the Superintendent.

**A-28 Article 45 Calendars**

School year calendars will contain the following provisions:

- (A) Early dismissal on last student school day for employees for closing out school year.
- (B) In the event of school closure prior to January 1st, the Friday holiday in February will be utilized as a school makeup day. If schools are closed due to inclement weather prior to the second Friday in February the closure day will be made up on the Friday prior to Memorial Day in May. Makeup of additional closure days will be mutually agreed upon between the District and the Association. **The scheduled end of first semester shall not be changed unless there are more than 3 closure days to make up from first semester.**
- (C) One Learning Improvement Day will occur prior to the start of school. The first Waiver Day will be attached to the Veteran’s Day holiday. The second Waiver Day will be attached to the President’s Day holiday. The second Learning Improvement Day will be attached to the Memorial Day holiday. Continuation of these days is contingent on state funding and/or an approval of a waiver of the 180-day student school year requirement and/or appropriate program hour requirements.
- (D) Winter break will consist of a minimum of ten (10) school days.
- (E) Mid-winter break consisting of one (1) day will occur on Friday in February prior to the Presidents’ Day holiday on Monday (four-day weekend).
- (F) Spring break will consist of five (5) consecutive days, the majority being in the first week of April.

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- (G) Three one-half days early dismissal at elementary and four one-half days early dismissal at secondary for parent reporting preparations.
- (H) Two full supplemental days (State Learning Improvement Days) are added to the calendar for activities related to meeting essential academic learning requirements (EALRs).
- (I) The two full supplemental days (waiver days) are included in the one hundred eighty (180) day calendar for activities related to meeting essential academic learning requirements (EALRs). These days will follow the same guidelines outlined in Article 18 (Section 5 Learning Improvement Days).

**School year calendar parameters shall be set forth as follows:**

- a) Calendar options for the following year will be prepared by the District and presented to the Association President no later than January 10th of each school year for Association ~~input~~ **recommendation**.
- b) The Association ~~input~~ **recommendation** is due to the District by the last school day in February of each school year.
- c) The calendar for the following school year will be announced by March 15th of each school year.

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If the Association fails to provide a timely recommendation, the District will arrive at a school year calendar by the second Board meeting in March.

**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-31 Appendix D-1**

Decline

Propose Current Contract Language

**A-32 Appendix D-2**

Decline

Propose Current Contract Language

**A-33 Supplemental Stipend Schedule**

Accept as amended.

**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.

# Bethel School District #403 BEA Contract Negotiations

Bethel School District

6-24-09

## **ARTICLE 18 WORKING PERIODS**

### **Section 5 – Learning Improvement Days**

There will be two (2) days added to the calendar for activities related to the Washington State essential academic learning requirements (EALR's). One-half of the day will be determined by the building administration and one-half of the day will be determined by the building leadership team (i.e., trainers, principal, etc.) (State Learning Improvement Days, see Article 45.) Continuation of these days is contingent on continued state funding.

**During the 2009-10 and 2010-11 school years, the second Learning Improvement Day is available to staff that attend activities related to the Washington State essential academic learning requirements (EALR's). Funds to support the second Learning Improvement Day are dependent upon American Recovery and Reinvestment Act funding.**

**Payment for the second Learning Improvement Day, as noted on the calendar, is available to staff that attend and participate in LID activities and document their participation on a building attendance roster. Leave, such as sick, emergency, personal, bereavement, etc., will not be permitted.**

All employees will work a 7-1/2 hour workday. Itinerants and specialists will be assigned to the appropriate "job alike" groups (i.e., Resource, music, etc.). For special circumstances, principals/directors can submit an exception to the appropriate assistant superintendent and executive director for specialist staff to stay in the building or in job-alike groups all day.

BETHEL SCHOOL DISTRICT #403  
**SUPPLEMENTAL STIPEND SCHEDULE**

APPENDIX D-6

The index factor for the Supplemental Stipend Schedule is 0.02497. This index factor is applied to the stipend cell of the Bethel School District Salary Schedule (BSD Salary Schedule). The salary schedule code for the stipend cell is 010805 which is BA degree, step 8, BA + 90 credits.

**ACTIVITIES STIPENDS**

HIGH SCHOOL	JUNIOR HIGH	ELEMENTARY	OTHER
Athletic Coordinator Video Production Coordinator. Class Advisor ASB Coordinator Dance Debate Assistant Debate Head Sr. High Dept. Head Drama Journalism Music Choral Music Instrumental Photography Yearbook Challenger Stipends	Athletic Coordinator Av Coordinator Video Production Coordinator. ASB Coordinator Dance Jr. High Dept. Head Drama Journalism Music Choral Music Instrumental Yearbook	Dance Music Choral Music Instrumental School Leadership Team <u>Drama</u>	Curriculum Chair CTSO Advisor 9-12 SPED Self-Contained ** Special Olympics Head Coach

There will be a minimum of six (6) department heads/curriculum leaders at each Senior High and four (4) at each Junior High School. Challenger Secondary School will have a minimum of three (3) instructional lead stipends. Each elementary school will have a minimum of three (3) School Leadership Team members.

**EXTENDED SEASON** – Debate coaches whose teams participate in extended seasons because of the sanctioned post-season activities will be compensated in the following manner:

- (A) Coaches will be paid at the per diem rate based on the coaching stipend and the length of the season.
- (B) To receive the per diem rate, the coach must have a minimum of five team members participating the extended season. Any number of members less than five shall be calculated on a fractional amount of the per diem rate, i.e., two team members equals 2/5 times the per diem rate.
- (C) Extended season compensation will be paid for practice on school days, if such practice occurs beyond the normal workday and is in addition to practices normally held for the activity, and for event days only.
- (D) Teams whose post-season activities are not continuous with the regular season will be compensated for one week of practice prior to the event.

Band directors will receive similar extended season compensation when their bands accompany an athletic team participating in an extended season.

Career and Technical Student Organization (CTSO) advisors may receive, in addition to their stipend, \$100 per day up to a total of \$500 per contracted year (Example: September 1 - August 31) to accompany qualified student(s) to state and national competitions that require overnight stays on non-contracted days.

ACTIVITY	2007-08	2008-09
District approved curriculum projects.	\$30 per hour	\$30 per hour
Other committee work/projects/ACT	\$28 per hour	\$28 per hour
Summer School/Extended Day Learning Support/Credit Retrieval	\$32 per hour	\$32 per hour
Trainers from outside the building (or in excess of training hours).	See Guidelines for Certificated Professional Development Instructor Compensation Rates. (\$60 per hour)	