

TEA Proposal Package 9/18/11 *5:10 p.m.*

Section 3 – Agreement Duration and Reopeners

Duration: *To be determined*

~~Loss of revenue~~ Financial Reopeners:

- A. In the event that there is a significant loss of revenue to the District resulting from a levy failure, legislative action, or passage of an initiative or referendum the parties shall reopen applicable sections of the Agreement within thirty (30) calendar days.
- B. In the event the Legislature authorizes and funds additional State monies to the District for salary increases for certificated, non-supervisory employees, the District and Association will reopen ~~this~~ Section 21 for negotiations for the purpose of distributing such additional monies (*moved from Section 21.L*).

No movement

Loss of revenue A *The ending fund balance is within the District discretion as demonstrated through June, 2011 ending fund balance. The district's current ending fund balance is 14%, with a state recommendation of 3%-5%.*

Section 21 – Salary Guides

11-12 through 12-13 school year

Keep Current Contract pay scale, District makes up the legislative cut of 1.9% out of the 14% reserve fund balance – the association has already agreed to two (2) additional days of work without any additional pay.

A. Base Salary: The base salary of the salary schedule, while maintaining the current index, shall be ~~\$32,913~~ \$38,699 (inclusive of Professional Responsibility Stipend) for the ~~2008-09~~ 2011-2012 and 2012-2013 school years and for the ~~2009-10~~ and ~~2010-11~~ school year, the current index and Professional Responsibility Stipend (*Suspend the following language for the duration of this contract "shall be increased by the state pass through amount designated for cost-of-living increases for educational employees plus 1.00%"*) provided however, any employee on a salary schedule cell who is paid less than the state law requires, now or hereafter amended, will be paid the salary required by said law as per Appendix IV ~~A-F~~, Salary Schedule.

B. – D4. TA

E. CCL BSA

F. – G. TA

H. – J. CCL BSA

K. TA to delete on 8/23

L. CCL TEA counter

- wld be deleted

Section 64 – Elementary Schools (Grades K-5)

Kindergarten teachers will be assigned to schools by the Human Resources Department using a maximum of twenty-four ~~three~~ (2423) students per session.

In this plan, no regular class shall have more than twenty-four ~~three~~ (2423) students per session in kindergarten, or more than twenty-seven ~~six~~ (2726) students at grade one (1) through two (2), and twenty-eight ~~seven~~ (2827) students at grades three (3), four (4) and five (5).

No movement

There will be no first (1st) grade splits. There will be no second (2nd) grade splits without the written consent of the teacher. No split shall be assigned more than twenty-six five (2625) students. In schools that have failed to meet Adequate Yearly Progress for two (2) consecutive years, every effort will be made to avoid assigning split classes in grades three through five (3-5).

TA to TEA 8/26/11 10:40 pm proposal (delete from paragraph "...by two students after the third (3rd) Friday or the fifteenth (15th) student day, whichever is later..."

If a class size exceeds the contractual limits ~~by two students after the third (3rd) Friday or the fifteenth (15th) student day, whichever is later,~~ the principal, Association representative and impacted teacher(s) shall meet within five (5) days to determine the appropriate adjustment(s) from the following alternatives: additional full or part-time certificated staffing, reassignment of students, Para-educator assistance, additional planning time, or other adjustments responsive to the class size overload, subject to approval by the Assistant Superintendent for Elementary Education/designee. A recommended solution to resolve the overload shall be in place within (5) working days of this meeting. If the recommended solution is not acceptable to the employee, an appeal of the decision can be made through the peer review process set forth in Section 69. Employees who disagree with the peer review decision may appeal the decision to the District/TEA Labor Management Committee.

Section 65 – Middle Schools (Grades 6-8)

The Middle School maximum will be twenty-eight seven (2827) students per class. No individual class shall exceed the class maximum by more than two one (21) students, unless agreed to in writing by the teacher as part of the class size/daily load waiver process. If one or more classes exceed the maximum, the daily student load will be less than twenty-six and three-tenths (26.3) times the number of periods taught exclusive of the advisory period. Music and physical education classes will not exceed thirty-four three (3433) students per class. ~~No individual class shall exceed the class maximum by more than three (3) students, unless agreed to in writing by the teacher as part of the class size/daily load waiver process. Beginning in the 2006-07 year~~

TA to CTE language per TEA language 8/26/11 10:40 pm

Section 66 – High Schools (Grades 9-12)

Effective in the 2005-06 school year, high schools will maintain a school ratio not to exceed 25.5 students to one regular classroom teacher. School ratios are determined by dividing the total number of regular students by the number of full-time equivalent teachers with full-time teaching loads (or the appropriate proration) except that students documented as disabled shall be included in determining staffing based upon the time which they are served by the regular classroom teacher.

The class size maximum for any individual class will be ~~thirty~~ twenty nine (3029). Music and physical education classes will not exceed thirty-five four (3534) per class. If one or more classes exceed the maximum, the daily student load will be less than one-hundred forty-nine five (149145) for the individual classes and less than one-hundred sixty-five four (165164) in music or physical education classes. ~~No individual class shall exceed the maximum by more than three~~

*NO
movement*

*NO
movement*

(3) students, unless agreed to in writing by the teacher as part of the class size/daily load waiver process. Beginning in the 2006-07 school year no individual class shall exceed the limit by more than ~~two~~ one (21) students, unless agreed to in writing by the teacher as part of the class size/daily load waiver process.

A classroom teacher may consent to exceed the maximum class and/or daily loads by completing the form "Waiver of Class Size Limits Grades 6-12" on or before the second (2nd) Friday of the semester or trimester.

TA to CTE language per TEA language 8/26/11 10:40 pm

Section 68 – Special Education, and ESAs and Learning Specialists

No movement

A. Special education students shall be assigned to special education teachers as follows: No special education class shall exceed ~~twelve~~ eleven (1211) students at a time except learning resource classes, where no class may exceed ~~16~~ fifteen (15) students at a time. For LRC teachers in grades 6 - 12, the average number of students per period will not exceed ~~twelve~~ eleven (1211). No LRC in grades K 5 will be assigned more than ~~forty~~ thirty nine (4039) students. If class size exceeds the lid, adjustments may be made through rearrangement of building staffing, reassignment of students, paraprofessional assistance at a ratio of two (2) hours per day for each student exceeding the class lid, or the assignment of additional certificated staff. Pre-school special education teachers will be assigned no more than ~~twenty-five~~ four (2524) special education students per day

The current matrix will be replaced by the district's current staffing model until the ESA, LRC, etc. committee completes its work.

Section 70 – Employee Contract

Each employee employed by the Board shall be issued a Personnel Contract Agreement which shall be in conformity with Washington State law.

If the position is beyond the standard 1.0 FTE day, the employee must be paid at the per diem plus PRS rate for the time beyond the standard day.

The following statement shall be a part of the employee's Personnel Contract Agreement:

"This contract shall be subject to the terms and conditions of any agreement between the District and the appropriate exclusive bargaining representative."

The types of employee contracts are as follows:

A. Continuing Contract:

1. Provisional Status – employee's contract will be pursuant to RCW 28A.405.220
 - a. Provisional status employees shall be subject to nonrenewal of employment contract during the first three years unless otherwise indicated by the referenced RCW

Change in C.C.

- b. In a non RIF situation employees shall have access to the displacement pool
 - c. In a RIF situation
 - i. Provisional status employees that are in their first three (3) years of the profession are the first laid off in a RIF situation unless the third year of provisional status is waived by the Superintendent.
 - ii. Following a RIF if provisional status employees remain in the district they shall have access to the displacement pool
2. Continuing Status – employee’s contract will be pursuant to RCW 28A.405.210

B. Replacement Contract:

- 1. CCL
- 2. A replacement contract will be issued to an employee replacing a certificated employee who is on leave for at least ~~ninety~~ forty-five (90 45) days and for the duration of such leave.
- 3. CCL
- 4. CCL
- 5. A person on a replacement contract of ~~ninety~~ forty-five (90 45) or more days who has received ~~satisfactory~~ skillful evaluation ratings in all areas and who is recommended for continued employment by the evaluator will be considered for hire pursuant to Section 82 (B)(3) (1) of the contract.

Section 82 – General Procedure for Open Positions

For positions which are open, the following apply:

- A. CCL
- B. CCL
- C. CCL
- D. The District will post ~~pool~~ all positions (by specific job title and duties, specific building locations, specific open and closing dates, and specific contract type elementary, ~~middle and high school levels; disciplines; and specialties~~) on the District web site.
- E. An employee interested in transferring to an open position must complete the on-line application process on the District website. ~~for the appropriate pool of positions.~~ Employees may indicate their preferred grade levels and buildings on their application. This form will be logged in by date and time, which will be certified by the Human Resources Department.
- F. CCL
- G. CCL
- H. CCL
- I. The Human Resources Department will notify the appropriate administrator of the names of the following qualified (those individuals having appropriate endorsements and meeting highly qualified standards where required by the district in accordance with

No change

7.

federal and state requirements or with a plan approved by the Assistant Superintendent of Human Resources to achieve highly qualified status) applicants for an interview:

1. The three (3) most senior applicants defined by the collective bargaining agreement and,
2. One qualified applicant from the displacement pool and,
3. An applicant of the District's choice, which could include the temporary incumbent, if applicable (a person presently in the position that was filled after the school year began)

Four (4) out of the five (5) interview candidates shall be internal applicants.

In the event there are a fewer number of qualified internal candidates in any of the above categories, and fewer than five (5) total, the District may proceed to fill the positions.

A good faith effort will be made to place qualified displaced employees before looking to external candidates

J. CCL

K. The successful applicant for an open position shall have two (2) days to accept or reject the position. Once an employee accepts a position, said employee may not apply for another open position effective that same school year. Positions obtained under Section 85, Displaced Employees, are not restricted by this paragraph.

L. CCL

M. CCL

N. On request, the most senior applicant(s) not selected for a position will be notified of the specific reasons in writing. Additionally if an external candidate is hired over an internal candidate the District will notify the Association of the rationale.

O. Agree to strike

Section 83 – Timeline Procedures for Filling Positions

The District will fill open positions occurring at the following times as described below:

A. Outside the staffing season will run generally no later than September 1st through March 31st June 20th through

Outside the staffing season positions should be filled using the process in Section 82 I.

B. During the s-The staffing season, generally will run April 1st through no later August 31st June 20th 19th.

During the staffing season positions should be filled using the following process:

1. The Human Resources Department will notify the appropriate administrator of the names of the following qualified (those individuals having appropriate endorsements and meeting highly qualified standards where required by the district in accordance with federal and state requirements or with a plan approved by the Assistant

*No
Change*

Superintendent of Human Resources to achieve highly qualified status) applicants for an interview:

- a. The two (2) most senior applicants defined by the collective bargaining agreement and,
- b. Two (2) qualified applicant from the displacement pool and,
- c. An internal applicant of the District's choice, which could include the temporary incumbent, if applicable (a person presently in the position that was filled after the school year began)

The exception to (c) is that in Hard-to-fill positions (referenced in Section 21 D.2) the district's choice may include external candidates.

In the event there are a fewer number of qualified internal candidates in any of the above categories, and fewer than five (5) total, the District may seek external candidates to fill the positions.

D. Once the total number of displaced persons is below thirty-five (35) the open positions may be filled in accordance with Section 82 I.

Section 85 – Reassignment/Displacement/Involuntary Transfer

- A. CCL
- B. CCL
- C. Not related to displacement, the District will involuntarily transfer the least senior employee within the staffing category; provided, however, an employee will not be involuntarily transferred if another employee volunteers to transfer.
- D. CCL
- E. CCL
- F. CCL
- G. CCL

Section 86 - School closures, changes in School Attendance Boundaries or Grade Level Reorganizations Between More Than One Site

- A. In the event of school closures, boundary changes or grade level reorganization between more than one site, employees will be selected for displacement pursuant to Section ~~84~~ 85 Reassignment/Displacement / Involuntary Transfer.
- B. CCL
- C. CCL
- D. CCL
- E. Qualified (those individuals having appropriate endorsements and meeting highly qualified standards) employees making application in accordance with subsection D will be selected for open or newly created positions at the affected sites. In the event a position is desired by more than one displaced employee the principals, assisted by appropriate staff, will select the most senior applicant or interview and recommend in

~~accordance with Section 82 I. from the three (3) most senior applicants defined by the Collective Bargaining Agreement.~~

- F. Displaced employees not selected for open positions at receiving schools shall be subject to displacement as set for in Section ~~81~~ 85 Reassignment/Displacement/Involuntary Transfer.
- G. Available positions for which no displaced employees apply shall be posted and filled in accordance with Section ~~81~~ 82 General Procedures for Open Positions Displacement/Involuntary Transfer.

~~* For only the purposes of this section of the agreement, qualified shall mean appropriate certification, endorsement, experience and training.~~

Section 94 – Displacements Following Layoff

CCL

For a Memorandum of Understanding: New Proposal 9/17/11

Within two (2) weeks of the date of ratification, the District and the Association shall each appoint a co-chair of the committee. The co-chairs shall agree upon an equal number of committee members. Then each co-chair shall select their committee members to represent their constituents. The co-chairs will undertake the joint design, makeup and working timeframe for the committee.

The committee may utilize outside experts and consultants in its work and may use a facilitator to assist the committee in conducting its work, at the cost of the district. A necessary outcome of the committee's work will be new language regarding displacement in which seniority shall be a factor.

The committee's charges will include, but are not limited to, the following:

1. Research best practices around displacement using research and including data from districts around the nation.
2. Study the establishment of a process (including training, appeal, etc.), method (weighted, descending list, rubrics, etc), and tools (form, rubrics, etc.) and new criteria related to the displacement process in Section 85 of the collective bargaining agreement.
3. Create a job description, training materials, and training timeline for the development a displacement review committee. It is important that the review committee not be peers so that certificated employees may speak to their appeal.
4. Recommend training of principals to provide the following outcomes:
 - a) Proficient in the contractual issues related to displacement

b) an opportunity to test with hypothetical teacher data to prove all principals produce the same displacement results using the same data.

The committee must have a **majority** agreed upon proposal for displacement in Section 85 for ratification (**see by-laws regarding ratification**) meetings at the beginning of the 2012-2013 school year. Furthermore, the committee's work will preserve the stability of each school and of specialized programs within the District.

The District and the Association will take the committee's recommendations beginning in 2012-2013 school year for ratification. Progress of the committee's work will be communicated by the District and Association in good faith to their constituents in preparation for ratification.

(Taken from TEA Constitution and Bylaws)

Article XII—Ratification of Agreement and Authorization for Strikes

Section 1. The president and the chairperson of the bargaining team shall be authorized to sign a legal, binding, yearly or multi-year agreement with the employing board only after completion of the following procedure at a general membership meeting:

- a. a report and recommendation by the bargaining team,
- b. a report and recommendation by the Executive Board,
- c. a written digest of the proposed agreement or changes provided to all members in attendance at the ratification meeting,
- d. discussion by the membership, and
- e. **a majority affirmative vote by secret ballot of the total active membership present and voting.**

Section 2. Ratification of amendments to the negotiated agreement shall occur at a general membership meeting.

Section 3. Strike action must be authorized by a minimum of an eighty (80) percent majority vote of the membership.

Article XIII—Quorum

Section 1. Quorum at any authorized meeting of the general membership shall be no less than twenty percent (20%) of the active members. *membership forms on file w/WEA*

Section 2. Quorum at any authorized meeting of the Executive Board shall be a majority of its members.

Section 3. Quorum at any authorized Association Representative Assembly meeting shall be thirty-three (33) percent of representatives.