

Ratified Agreements

2022 Interim Bargain

Article	Title
10.5C	<p data-bbox="391 384 967 426"><u>Wednesday four required meetings</u></p> <p data-bbox="391 464 1419 972">10.5C Wednesday for required meetings: One (1) hour in an eight (8) hour day is set aside each week for principals to conduct staff and faculty meetings on topics and issues essential to teaching and learning, effective supervision and operation of schools. <u>The District will generally schedule required building and District meetings for educators before or after normal school student attendance hours on Wednesdays.</u> Principals will manage the time with a level of efficiency and effectiveness. <u>Meetings will be based on agendas designed for the time allowed. Meetings will not routinely continue beyond the full workday other than to bring orderly conclusion to a discussion item or to conclude discussion on a critical item that cannot be deferred to the next meeting.</u> The staff meeting immediately before grading periods, up to four (4) times each year, shall be reserved for teacher directed activity as calendared by the building principal. <u>Four (4) staff meeting times a year shall be reserved for educator-directed activity. This shall include the staff meeting immediately before grading periods for all schools. For schools on a trimester schedule, this shall also include the staff meeting immediately before fall conference week.</u></p> <p data-bbox="581 997 1406 1218">The District will generally schedule required building and District meetings for educators before or after normal school student attendance hours on Wednesdays. Meetings will be based on agendas designed for the time allowed. Meetings will not routinely continue beyond the full workday other than to bring orderly conclusion to a discussion item or to conclude discussion on a critical item that cannot be deferred to the next meeting.</p> <p data-bbox="581 1243 1406 1497"><u>Principals and program administrators will regularly collaborate with Association-designated representatives and SBLT regarding meeting agendas and feedback. If staff feedback recommends that a Wednesday meeting be adjusted or eliminated to provide more educator-directed time, the principal or administrator may adjust or eliminate staff meetings when appropriate. The principal or administrator may also grant specific requests to opt out of any given meeting due to circumstances of the individual educator(s)</u></p>
10.6-10.7D	<p data-bbox="391 1533 1341 1612">Part 1 <u>MOU: Pilot Project for when substitute teachers are unavailable</u></p> <p data-bbox="581 1650 1206 1881" style="text-align: center;">MEMORANDUM OF UNDERSTANDING BETWEEN</p> <p data-bbox="639 1719 1148 1747" style="text-align: center;">VANCOUVER SCHOOL DISTRICT NO. 37</p> <p data-bbox="867 1787 922 1814" style="text-align: center;">AND</p> <p data-bbox="631 1854 1156 1881" style="text-align: center;">VANCOUVER EDUCATION ASSOCIATION</p>

REGARDING
TERMS OF EMPLOYMENT AND DELIVERY OF EDUCATIONAL SERVICES
FOR THE 2022-2023 SCHOOL YEAR

The Vancouver School District No. 37 ("District") and the Vancouver Education Association ("Association") hereby confirm the following agreements related to the 2022-2023 school year.

NOW, THEREFORE, the parties agree as follows:

A. Parties' Understanding of Agreement:

As a result of the parties' 2021-2022 interim bargain, the parties intend this MOU to implement a Pilot Project related to Articles 10.6C through 10.7D of the current Comprehensive Professional Agreement (CPA). The agreed Pilot Project is attached to this document and incorporated by reference herein.

B. Rotating Coverage Schedule: Building administrators will work with the Site-Based Leadership Team (SBLT) and building representatives to collaboratively develop a rotating coverage schedule per the piloted Article 10.7D.

C. Preparation or Planning Time Caps: Administrators will adhere to the weekly preemption caps of preparation or planning time of certificated educators per the piloted Article 10.6C through 10.7D.

D. Enforcement: This MOU may be enforced through the grievance procedure in the CPA or through statutory procedure.

E. Effective Date: This MOU will be in effect upon both parties' ratification through the last instruction day of the 2022-2023 school year. The parties agree to reconvene no later than May 31, 2023, for the purposes of reviewing rotating coverage schedules and lost preparation or planning time data. Upon mutual agreement, the parties may extend the duration of the MOU through the 2023-2024 year. All provisions of the current CPA for 2021-2024 not modified herein will remain in effect. This MOU is not precedent-setting.

Part 2 [CPA Language for MOU: When substitute teachers are unavailable](#)

10.6C Weekly average minimum one hundred sixty (160) minutes of unassigned time:

- i. The District agrees to provide each grade K-5 classroom teacher a weekly average minimum of one hundred sixty (160) minutes of unassigned time in four (4), forty (40) minute blocks of teacher release time. There are times when the classroom teacher may be asked to remain with their class when a specialist teacher is instructing the class. When this situation occurs the

classroom teacher should still be afforded the average minimum of one hundred sixty (160) minutes unassigned time per week.

Every effort will be made so the teacher librarian shall not be responsible for a disproportionate number of kindergarten preparation times.

Normal circumstances are deemed to be days when specialist teachers are not absent from duty. The District will make every reasonable effort to provide substitute teachers for absent specialist teachers. In the event planning time is lost to early releases, late starts or other alterations to the normal school schedule the principal shall make every reasonable effort to equalize the loss of time for the impacted staff.

- ii. VaPa educators shall have an equivalent total amount of planning time as the rest of the teaching staff in that building. Scheduling permitting planning time for specialist teachers will include four (4), forty (40) minute blocks. A specialist teacher who does not receive the four (4), forty (40) minute blocks in one year shall be afforded the opportunity for a schedule change for the subsequent year either within or outside of the building.
- iii. With the exception of 10.7Dvi, when substitute teachers are unavailable the provisions in Article 10.7D apply to both elementary and secondary educators.
- iv. Additional provisions include: ~~Their specific provisions should be applied here:~~
 - a. When the teacher loses planning due to unavailable VaPa educators, or the principal preempts a teacher's planning period, teachers will be compensated at the employees' hourly per diem rate prorated to the length of the planning period. The maximum number of planning periods a principal can preempt for a given teacher shall be two (2) times in a given work week. This cap does not apply when a teacher requests to have their planning period preempted more than twice in a given work week and the aforementioned compensation rate still applies.
 - b. When students are split between two (2) or more classrooms, teachers will share the compensation of a full or half-day substitute pay. The maximum number of days a principal can direct a teacher to receive a split portion of students shall be two (2) times in a given work week. This cap does not apply when the impacted teacher(s) request(s) to receive a split portion of students more than twice in a given work week and the aforementioned compensation rate still applies.
 - c. ~~Itinerants that~~ Non-classroom teachers who are requested to fulfill classroom duties rather than their regular assignment are paid at the full day substitute hourly rate for the duration of the classroom time. The maximum number of days a principal or district administrator can direct a non-classroom teacher to fulfill classroom duties rather than their regular assignment shall be two (2) in a given work week. This cap does not apply when an impacted non-classroom teacher requests to fulfill classroom duties rather than their regular assignment more

than twice in a given work week and the aforementioned compensation rate still applies.

If a non-classroom teacher's fulfillment of classroom duties preempts their originally scheduled planning period, they will be compensated at their hourly per diem rate prorated to the length of the planning period. Should a non-classroom teacher's fulfillment of classroom duties occur during the absent classroom educator's planning period, this provision does not apply. The maximum number of days a principal can preempt a non-classroom teacher's originally scheduled planning period while fulfilling classroom duties rather than their regular assignment shall be two (2) in a given work week. This cap does not apply when an impacted non-classroom teacher requests to have their planning period preempted while fulfilling classroom duties rather than their regular assignment more than twice in a given work week and the aforementioned compensation rate still applies.

v. Educators who are less than 1.0FTE are compensated proportionally for preparation time based on FTE.

School day supervision to be minimal: Every reasonable effort will be made to not require an elementary teacher to be responsible for the traffic safety patrol, the supervision of cafeteria and playground, or supervision before or after school.

Elementary parent conferencing – Shortened days: If TRI resources are not available as specified in Chapter 12, no less than thirteen (13) hours per year of release time for elementary teacher-parent conferences shall be scheduled by the principal and their staff. This minimum will be proportionately adjusted for any reduction in TRI resources due to funding limitations.

A teacher shall attempt to have a face-to-face conference with parent(s) of each child enrolled in a class during the first scheduled parent-teacher conference period. The teacher shall document efforts to communicate with parents (by phone log or letter) who did not attend a conference. All parents, if possible, should be afforded a face-to-face conference a minimum of once a year.

Article 10.7

Specific provisions for secondary teachers

Full-time MS classroom teachers will be provided a target weekly average of two hundred forty (240) minutes of unassigned time for preparation and evaluation. This should be the equivalent of one (1) period each day. Details will be determined by the building administrator in collaboration with the Site Based Leadership Team when it deviates from one (1) period each day.

Full-time HS classroom teachers will be provided one (1) teaching period each day, or the equivalent of, for preparation and evaluation. Details will be determined by the building administrator in collaboration with the Site Based Leadership Team.

Employees who are less than a 1.0 FTE are compensated proportionally for preparation time based on their FTE.

Preemption of prep periods: Teachers need a period for the preparation and evaluation of their instructional activities and must be able to count on this time being available on a regular basis. When substitute teachers are unavailable the following provisions apply:

i. Principals will ~~make every effort to ensure that the burden is as evenly distributed as possible.~~ work with SBLT and building representatives to collaboratively develop a rotating coverage schedule or protocol no later than September 15 of each school year. Once developed, a proposed rotating coverage schedule or protocol will be jointly presented to the certificated staff in order to solicit staff input. A final rotating coverage schedule, incorporating staff input, shall be published and implemented no later than October 1 of each school year. When substitute teachers are unavailable, building principals will adhere to the rotation schedule or protocol.

ii. The principal may preempt a teacher's planning period which will be compensated at the employees hourly per diem rate prorated to the length of the planning period. ~~This provision does not apply to building-based structured learning program teachers who receive benefits under Appendix E for loss of planning periods.~~ The maximum number of planning periods a principal can preempt for a given teacher shall be two (2) times in a given work week. This cap does not apply when a teacher requests to have their planning period preempted more than twice in a given work week and the aforementioned compensation rate still applies.

~~iii. This provision doesn't apply to building-based structured learning program teachers, who receive benefits under appendix e for loss of planning periods.~~ Building-based self-contained programs, GATE, and JTC teachers are covered under the provisions outlined in Article 10.23L.

iv. Teachers who are employed at .5 or less may be requested to substitute the remainder of the day at the substitute rate of pay.

v. Teachers who are employed more than .5 and less than 1.0, who cover a planning period will be paid at the employees' hourly per diem rate for the length of the class covered. Teachers in this category who choose to substitute for more than one (1) planning period will be paid at the substitute rate of pay (either full or half day). They may not combine the employees' hourly per diem rate with pay at the half or full day substitute rate.

vi. There is no additional compensation for situations in which teachers must "double up" to cover an absent teacher's class. The District and building principal have an obligation to make every possible effort to employ a substitute teacher or take other action to avoid the need for doubling up.

<p>10.7B and 10.17C- 10.17D</p>	<p><u>Middle School vs. High School, VSAA and iTech</u></p> <p>Full-time HS, <u>VSAA, and iTech</u> classroom teachers will be provided one (1) teaching period each day, or the equivalent of, for preparation and evaluation. Details will be determined by the building administrator in collaboration with the Site Based Leadership Team.</p> <p><i>*10.7C-10.7D are addressed separately in a TA for Articles 10.6C-10.7D</i></p> <p><i>10.7E-10.17B remain as existing 2021-2024 contract language</i></p> <p>10.17C Middle School and VSAA: The maximum number of student-teacher daily contacts is</p> <ul style="list-style-type: none"> based on twenty-eight (28) times the number of classes a teacher is required to teach in their duty day, up to one hundred sixty-eight (168) students. i. This ratio is intended to result in maximum class sizes of 28:1 in a seven (7) period day and 29:1 in a six (6) period day. ii. Any classes, other than music (band and choral groups) and physical education that exceed this size shall require review by the principals, VEA, and District administration. iii. The maximum number of student-teacher daily contacts is based on twenty-eight (28) times the number of classes a teacher is required to teach in a seven (7) period day, or twenty-nine (29) in a six (6) period day. Administrators will make every reasonable effort not to assign more than one (1) instructional period per trimester in excess of thirty (30) students in a seven (7) period day, or thirty-one (31) in a six (6) period day. A teacher shall be considered in overload if the total student-teacher count reaches more than one hundred sixty-eight (168) students in a seven (7) period day, or one hundred forty-five (145) students in a six (6) period day. iv. Special education students shall be figured in calculating the basic education class sizes when those students are receiving instruction from the basic education teacher. v. Middle school and VSAA-PE: The maximum number of students per class is thirty-three (33) with a total aggregate of one hundred ninety-eight (198). When the aggregate exceeds one hundred ninety-eight (198), overload language shall be invoked. When regular PE classes exceed thirty-three (33) students, a safety review shall be conducted by the administrator with the teacher and a VEA building representative. Safety concerns that are not resolved in the review meeting shall be forwarded to the Director of Secondary Education and the VEA Executive Director for further review and consultation. Class size and overload does not apply when a teacher requests a larger class size for a particular class.

vi. Overload situations shall be addressed as provided in Article 10.18, 10.19 and 10.21.

High School, VSAA, and iTech: The maximum number of student-teacher daily contacts is based on thirty (30) times the number of classes a teacher is required to teach in their duty day up to one hundred fifty (150) students for high school or up to one hundred eighty (180) for iTech and VSAA schools (Ninety [90] students per day on an eight [8] period block schedule). Administrators will make every reasonable effort not to assign more than one (1) instructional period per semester in excess of thirty-two (32) students. A teacher shall be considered in overload if the total student-teacher count reaches more than one hundred fifty (150) students for high school or more than one hundred eighty (180) for VSAA and iTech ~~magnet schools~~ (ninety [90] students per day on an eight [8] period block schedule).

i. High school, VSAA, and iTech PE/Career Choices – The maximum number of students per class is thirty-eight (38) with a total aggregate of one hundred ninety (190). When the aggregate exceeds 190, overload language shall be invoked. When regular PE classes exceed thirty-eight (38) students, a safety review shall be conducted by the administrator with the teacher and a VEA building representative. Safety concerns that are not resolved in the review meeting shall be forwarded to the director of secondary education and the VEA executive director for further review and consultation. Class size and overload does not apply when a teacher requests a larger class for weight or circuit training. Class size and overload does not apply when a teacher requests a larger class size for a particular class.

ii. Any classes, other than music (band and choral groups) and physical education that exceed this size shall require review by the principals, VEA, and District administration unless the higher class size is requested or approved by the teacher.

iii. Special education students shall be figured in calculating the basic education class sizes when those students are receiving instruction from the basic education teacher.

iv. Any on-line delivery program that is considered to be “the teacher of record” shall cap student enrollment each period based on the number of computers or licenses available.

v. Due to safety concerns for all High School Science, VSAA, and iTech Lab classes over thirty-one (31) students per period a safety review shall be conducted. The safety review shall be conducted by the administrator with the teacher and a VEA building representative. Safety concerns that are not resolved in the review meeting shall be forwarded to the director of secondary education and the VEA executive director for further review and consultation.

10.24

Teacher regulation of student behavior and learning environment

Article 10.24

Teacher regulation of student behavior and learning environment

The District will support and uphold an employee in their efforts to maintain a "safe and supportive learning environment in the classroom, the school, and activities of the school campus" in accordance VPS Policy 0010, VPS Policy and Procedure 3241, and RCW 28A.600.020

~~District regulation 5159 and RCW 28A.600.020, sub paragraph 2, and the procedures of a school's student handbook, if one exists, provide direction for employee action.~~

Other authorized ~~corrective actions~~ classroom and building interventions are include counseling and conferences, detention, and school probation.

Corporal punishment and denial/delay of a nutritionally adequate meal are is not a disciplinary options for teachers and administrators. For purposes of this Agreement the term corporal punishment means the infliction by an employee of physical pain upon a student either by spanking or striking.

Based on disaggregated discipline data and stakeholder (i.e. staff, students, families) input, the District, in collaboration with the Association, shall establish an elementary, middle and high school student management and discipline process document for educators and building administrators to follow. This process document shall clearly outline roles and responsibilities of educators and principals in the intervention, documentation, and communication (to other staff and/or student family) processes for classroom and building interventions other than suspension and expulsion. Other forms of classroom and building interventions may include but are not limited to classroom exclusions (e.g., call for assistance to support de-escalation) and subsequent plan(s) for student re-entry. The student management and discipline process document will align with RCW 28A.600.460 and Chapter 392-400 WAC regarding classroom and building interventions for students.

Building administrators shall facilitate at least one (1) training and one (1) review of the student management and discipline procedure process document, as well as related documents (e.g., VPS Student Discipline Code Guide, OSPI Behavior Menu of Best Practices and Strategies) and processes with their faculty annually. The initial training shall be an in-person presentation during the professional learning day(s) prior to the start of the school year or at a staff meeting during the first month of school and shall allow opportunity for questions and answers. Staff hired after the start of the school year will have access to the building training and an opportunity to meet during the contract day with an administrator to review the training.

- ii. Whenever a teacher files a referral for student discipline, the administrator responsible shall ~~promptly~~ communicate the outcome of the referral within three (3) school days. In the event the referral is not able to be concluded ~~in a~~

~~timely manner (e.g., 2-3 days)~~ within three (3) school days, the administrator shall make this and the reasons for the delay known to the teacher within the three (3) day period.

- iii. In the case of teacher exclusion, District policy and state law provides that “any student who creates a disruption of the educational process in violation of the building disciplinary standards while under a teacher’s immediate supervision may be excluded by the teacher from ~~his or her~~ their individual classroom and instructional or activity area for all or any portion of the remainder of the school day, and up to the following two school days, or until the principal, or designee, and teacher have conferred, whichever occurs first. Except in emergency circumstances, the teacher must attempt one or more alternative forms of corrective action. In no event may an excluded student return to the class during the balance of that class or activity period and the following two school days without the consent of the teacher, unless the principal, or designee, and the teacher have conferred. The student shall be in the custody of a school District employee during the time of exclusion.”
- iv. The District must provide the student an opportunity to make-up any assignments and tests missed during the classroom exclusion.
- v. Teachers must consider how educational services will enable the excluded student to participate in the general education curriculum. This would include providing an excluded student uninterrupted access to the learning using any necessary technology (WAC 392-400-610) tools or resources provided by the District. Online discussions with other students may be limited if the student behavior warrants such limitation.
- vi. Exclusion of a student from a class or activity must be preceded by one or more alternative forms of corrective action, except in an emergency situation where a student may be dangerous to self or others (emergency expulsion or emergency removal).
- vii. The District and the Association agree that the term “confer” as it applies to RCW 28A.600.020, Section 2, shall be interpreted to mean that the affected teacher has had the opportunity to provide input on a plan for disciplining the student; the input has received full consideration; and the administrator’s discipline decision was discussed with the teacher before the student was returned to the classroom. Every reasonable effort shall be made to facilitate a restorative conversation with the teacher and student, preferably before the student returns to the classroom.
- viii. ~~Per District Policy and Procedure 4314, when~~ When a school receives information that indicates a student has been and/or could be a threat to the safety of students or staff, the principal or designee shall provide information to

	staff who in the judgment of the principal have a need to know such information within two (2) school days, <u>including but not limited to teacher(s) and counselor(s) who maintain that student on their classroom roster and/or caseload, unless otherwise prohibited by court order or law.</u>
--	---

- | | |
|--|---|
| | ix. There shall be a safety designee when the principal is out of the building. |
|--|---|