

TA 2/7/2023 Jelt
TA 3/3/23 AH

VEA and VPS Preparation and Planning Time Pilot Project

Per the attached MOU agreed upon as a result of the parties' 2021-2022 interim bargain, the parties agree to the following to be implemented upon ratification and to expire on the last instructional day of the 2022-2023 school year.

(This is VEA's last counter dated November 16, 2022, and as agreed by the District to be a pilot project for the limited time period described above.) Provided to District through the Mediator December 16, 2022.

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. [New clarification based on joint session discussion] 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 first time in a given work week, 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 second and each subsequent time in a given work week a teacher's planning period is preempted, the teacher will be compensated at one and a half (1.5) double the employee's hourly per diem rate prorated to the length of the planning period. The maximum number of planning periods a When the teacher's prep period, the principal or designee will review the rotation schedule to ensure loss of preps are fairly distributed. If a

~~certificated staff person loses their prep more than once in a given week, they may request a meeting with the principal to review steps taken in the building to limit their loss of prep. The maximum number of planning periods a principal can preempt for a given teacher shall be two (2) **three (3) times** in a given work week. If a certificated staff person loses their prep more than once in a given week, they may request a meeting with the principal to review steps taken in the building to limit their loss of prep. This cap does not apply when a teacher requests to have their planning period preempted more than twice **three (3) times** in a given work week and the aforementioned compensation rate still applies.~~

b. ~~When~~ **The first time in a given work week, when** students are split between two (2) or more classrooms, teachers will share the compensation of a full or half-day substitute pay. ~~The second and each subsequent time in a given work week, the teachers will share the compensation of~~ one and a half (1.5) ~~double 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) ~~three (3) times~~ in a given work week. This cap does not apply when an impacted teacher(s) request(s) to receive a split portion of students more than twice **three (3) times** in a given work week and the aforementioned compensation rate still applies. ~~If a certificated staff person receives students due to another teacher's unfilled absence more than once in a given week, they may request a meeting with the principal to review steps taken in the building to limit their loss of prep.~~

c. ~~Itinerants~~ **The first time in a given work week a non-classroom teacher is that** who are requested to fulfill classroom duties rather than their regular assignment ~~they are paid at the full day substitute hourly rate for the duration of the classroom time. The second and each subsequent time in a given work week, they are paid~~ one and a half (1.5) ~~double 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 fulfilling classroom duties rather than their regular assignment shall be two (2) **three (3)** 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 **three (3) times** in a given work week and the aforementioned compensation rate still applies. ~~If a non-classroom teacher is required to fulfill classroom duties rather than their regular assignment more than once in a given week, they may request a meeting with the principal to review steps taken in the building to limit this impact to their schedule.~~

~~The first time in a given week, if~~ If a non-classroom teacher's ~~their~~ the length of the fulfillment of classroom duties also preempts their originally scheduled ability to take a 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 second and each subsequent time in a given work week their planning period is preempted, they will be compensated at~~ one and a half (1.5) ~~double the employee's hourly per diem rate prorated to the length of the planning period.~~ 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) ~~three (3)~~ times 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 ~~three (3)~~ times in a given work week and the aforementioned compensation rate still applies.

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

10.6D School day student 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.

10.6E 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

10.7A 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.

10.7B 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.

10.7C Employees who are less than a 1.0 FTE are compensated proportionally for preparation time based on their FTE.

10.7D 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 and will share the protocol with SBLT by October 1 September 15th yearly and consider their input.~~ **work with the 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 the proposed rotating coverage schedule or protocol will be jointly presented to voted on by the certificated staff in order to solicit staff input. A final rotating coverage schedule, incorporating staff input, shall be published and implemented as outlined in Chapter 15 with the goal to implement the schedule no later than October 1 of each school year. When substitute teachers are unavailable, building principals will adhere to the rotation schedule or protocol adopted by the staff vote.

ii. The first time in a given work week principal may preempt a teacher's planning period is preempted, the teacher which will be compensated at the employee's employees' hourly per diem rate prorated to the length of the planning period. The second and each subsequent time in a given work week a teacher's planning period is preempted, the teacher will be compensated at one and a half (1.5) double the employee's 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) three (3) times in a given work week. This cap does not apply when a teacher requests to have their planning period preempted more than twice three (3) times in a given work week and the aforementioned compensation rate still applies.

iii. This provision does not 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.

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


~~iv 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.

~~v-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.

FOR THE DISTRICT:



Jeff Snell, Ed.D. Superintendent



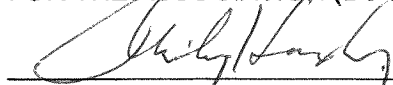
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Date
3/6/23

Jeff Fish, Executive Director of HR

Date

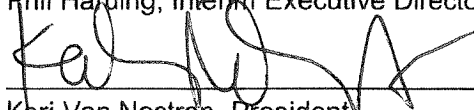
FOR THE ASSOCIATION (~~Do we want the bargaining team to sign?~~):



Phil Harding, Interim Executive Director

5/1/23

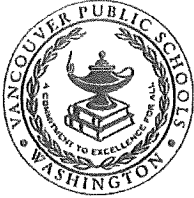
Date



Kari Van Nostran, President

5/1/23

Date



MEMORANDUM OF UNDERSTANDING BETWEEN

VANCOUVER SCHOOL DISTRICT NO. 37

AND

VANCOUVER EDUCATION ASSOCIATION

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:

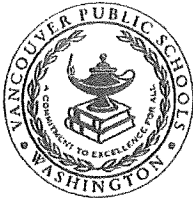
As a result of the parties' 2021-2022 interim bargain, the parties intend this MOU to implement a Pilot Project related to Articles 10.6C through 10.7D of the current Comprehensive Professional Agreement (CPA). The agreed Pilot Project is attached to this document and incorporated by reference herein.

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.



FOR THE DISTRICT:

JS
Jeff Snell, Ed.D. Superintendent

JS
Jeff Fish, Executive Director of HR

5/6/23
Date

5/6/23
Date

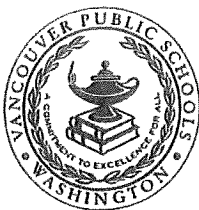
FOR THE ASSOCIATION:

Phil Harding
Phil Harding, Interim Executive Director

Kari Van Nostran
Kari Van Nostran, President

5/11/23
Date

5/11/23
Date



MEMORANDUM OF UNDERSTANDING BETWEEN
VANCOUVER SCHOOL DISTRICT NO. 37
AND
VANCOUVER EDUCATION ASSOCIATION
REGARDING
TERMS OF EMPLOYMENT AND DELIVERY OF EDUCATIONAL SERVICES
FOR THE 2022-2023 SCHOOL YEAR

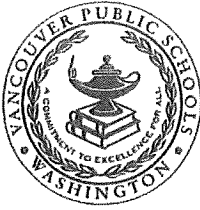
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NOW, THEREFORE, the parties agree as follows:

A. Parties' Understanding of Agreement:

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- 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.



FOR THE DISTRICT:

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Jeff Snell, Ed.D. Superintendent

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Jeff Fish, Executive Director of HR

3/6/23
Date

3/6/23
Date

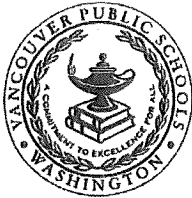
FOR THE ASSOCIATION:

Phil Harding
Phil Harding, Interim Executive Director

Kari Van Nostran
Kari Van Nostran, President

5/11/23
Date

5/11/23
Date



MEMORANDUM OF UNDERSTANDING BETWEEN

VANCOUVER SCHOOL DISTRICT NO. 37

AND

**VANCOUVER EDUCATION ASSOCIATION
REGARDING**

**TERMS OF EMPLOYMENT AND DELIVERY OF
EDUCATIONAL SERVICES AFFECTED BY COVID-19
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:

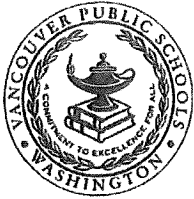
A. Parties' Understanding of Agreement:

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. Should the District make further changes to school operations affecting wages, hours, or working conditions that are not addressed by this MOU, the District will provide sufficient written notice to the Association and the parties will meet upon request of either party within five (5) workdays of the request, unless otherwise mutually agreed upon.

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.

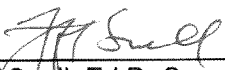
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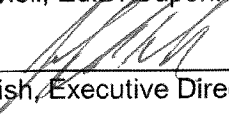
FOR THE DISTRICT:



Jeff Snell, Ed.D. Superintendent

3/6/23

Date

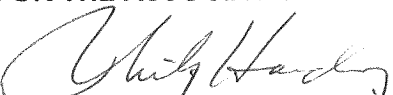


Jeff Fish, Executive Director of HR

3/6/23

Date

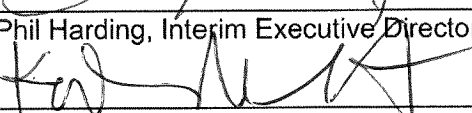
FOR THE ASSOCIATION:



Phil Harding, Interim Executive Director

5/1/23

Date



Kari Van Nostran, President

5/1/23

Date