

WVEA counter 9.17.19 10 am

Art. 1.1- ok with changes, except remove "same assignment" from line 37 and 38.

Art. 1.5 TA district 8/7 offer

Art. 2.1- ok, except remove language on voluntary attendance.

Art. 2.3- TA district 8/7 offer

Art. 2.5 TA district 8/7 offer

Art. 3.1 (Non-Discrimination)- TA district 8/7 offer

Art. 3.1 (Hiring Practices)- TA district 8/7 offer

Art. 3.2- decline district 8/7 offer

Art. 3.3- TA district 8/7 offer

Art. 3.4- CCL

Art. 3.5- CCL sentence 1, paragraph 1. Strike the remainder of the paragraph. CCL sentence 1, paragraph 2. Strike the remainder of the paragraph.

Art. 3.7- CCL

Art 3.8.A.5 (Comprehensive Evaluation) The Comprehensive Evaluation Process shall be followed at least once every ~~four~~ six years and an employee or evaluator may request that the Comprehensive be conducted in any given school year. Such requests shall be made no later than Dec. 15, pursuant to state law.

Art. 3.9- ok, except remove "provided that representation can occur within twenty-four (24) hours."

Art. 3.12-3 optional days (paid at per diem), ok with district 8.7 proposal of a floating day before school (retro for 19/20 school year), 2 mandatory (paid at per diem)

3.15- TA district 8.7 proposal

3.17- Flow-through Board Cert. stipends from state, **68 CTE** days, Yearbook Advisor 32 hours at per diem, Portfolio Co-Ordinator up to 15 hours at per diem, Band Advisor 32 hours at per diem, Knowledge Bowl 10 hours at per diem, ESY at per diem, all other language CCL

**3.18- TA CCL**

3.21- Add Through December 31, 2019 the following shall apply: prior to CCL

After CCL, add:

Beginning January 1, 2020, the following conditions shall apply:

School Employees Benefit Board (SEBB) Program:

Beginning January 1, 2020, the District shall pay the full portion of the employer contribution to the School Employees Benefit Board (SEBB) for insurance program as adopted in the School Employees

Health Care Coalition agreement for all employees who meet the eligibility requirements outlined below. The employer contribution will be equal to the state funded allocation rate and will be paid throughout the school year. For purposes of benefits provided under the SEBB, school year shall mean September through August.

SEBB will implement the School Employees Health Care Coalition agreement when establishing the employee rates which will be paid to the Health Care Authority (HCA) through payroll deduction for the month in which the employee receive benefits.

Benefits provided by the SEBB will include but not be limited to:

- Basic Life and accidental death and dismemberment insurance (AD&D)
- Basic Long-term Disability
- Vision
- Dental including orthodontia
- Medical Plan

Employees are eligible to participate in the SEBB offered Medical Flexible Spending Arrangement (FSA) Dependent Care Assistance Program (DCAP). Employees will also have the option of enrolling in a Health Savings Account (HSA) when a qualifying High Deductible Health Plan (HDHP) is selected for their medical insurance. In addition, employees will be able to utilize payroll deduction for any supplemental insurance that they choose to enroll through SEBB (e.g. increased AD&D, Long-term disability, etc.).

Dependent Coverage for the Purpose of SEBB:

Legal spouses, state-registered partners, children up to age 26 (biological and adopted children, children of the employee's spouse or state-registered domestic partner, children for which a court order of divorce decree created a legal obligation to provide support or health care coverage) and children of any age with a developmental or physical handicap who are not capable of self-support.

Upon moving to the new plan, should an employee have dependents that were covered as of December 31, 2019 but who no longer qualify for coverage under SEBB, the employee will have the opportunity to enroll these dependents at the employee's cost for a period up to 36 months. Such payments will be made through payroll deduction by the district and paid to the HCA for this purpose.

Eligibility:

All Employees, including substitute employees, shall be eligible for full insurance coverage under the SEBB program if they work, or are anticipated to work, 630 hours or more in a school year. All hours worked during the school year shall count for purposes of establishing eligibility. Employees who are hired late in the year but are anticipated to work 630 hours or more the following year are eligible for coverage based on the HCA rules for mid-year hires Paid leave hours shall count towards the 630 hours used to determine eligibility for benefits under this section. Employees on unpaid leave will be considered in an employment status for the provisions of this section. An employee on approved leave under the federal Family and Medical Leave Act (FMLA) or the Washington State paid Family Medical Leave Program may continue to receive the employer contribution toward school employees benefits board (SEBB) insurance coverage in accordance with the federal FMLA or RCW 50A.04.245.

For an employee on leave without pay who is no longer anticipated to meet the eligibility standard for employer paid insurance benefits by the end of the school year, the employee will have the option of self-paying the premium to HCA.

#### Benefit Enrollment/Start:

Benefit coverage for new employees will begin the first day of the month following the first day of work when it is expected that the employee will work 630 hours, except during the month of September when the employee's benefit coverage will begin in September if the employee is expected to work 630 hours or more during the school year and that employee begins on or before the first day of school in September.

Should an employee who previously was not expected to be eligible for benefits under SEBB works 630 hours in one year, the employee will become eligible for benefits to begin the month after attaining 630 hours. Should the employee meet the 630-hour eligibility mid-year for two consecutive year, the employee will be anticipated to work 630 hours going forward and therefore be eligible for benefits under SEBB.

#### Continuity of Coverage:

When a new employee to the district was previously employed by a SEBB employer and was eligible for SEBB coverage, that employee will have uninterrupted benefit coverage if they are anticipated to work 630 hours or more in the school year. If an employee was not anticipated to work 630 hours in a school year but meets that eligibility criteria during the school year, the employee will become eligible for SEBB benefits and will begin coverage in the month following this establishment of eligibility.

#### Benefit Termination/End:

Any employee eligible for SEBB who terminates employment shall be entitled to receive the District insurance contribution for the remainder of the calendar month in which the contribution is effective. In cases where employees eligible for SEBB separate after completion of the employee's full contract obligation (i.e. the end of the employee work year as it aligns with the student school year in June) the District will for the purposes of SEBB report their resignation as August 31 and continue benefits as such.

3.22- **Increase personal leave from 2 days to 3, rollover total to 6;** update “Maternity Leave” to “Parental Leave,” and make FMLA compliant; update Shared Leave to make legally compliant with child bonding, adoption and foster placement; ok with moving Appendices into the body of the CBA; TA E, Leave of Absence, district 8.7 offer

3.22 F- Commencing January 1, 2020, employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of 820 hours within the past calendar year. Such leave shall be used consecutively with the employee’s other leave entitlements unless the employee elects otherwise. Commencing September 1, 2019, the District shall pay the payroll premium to fund this leave. The District shall use the state insurance as the carrier for PFML to ensure ongoing compliance with the law. When such leave is used for pregnancy/maternity disability, the District shall maintain health insurance benefits during periods of approved PFML leave.

**Art. 3.26 TA elementary 300, secondary 150**

4.10- after CCL add:

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/her/their individual classroom and instructional activity area for all or any portion of the balance of the school day, or up to the following two days, or until the principal or designee and teacher have conferred, whichever occurs first.

When students are excluded for a brief duration, teachers are not required to report the exclusion. A brief duration is designated to mean five (5) minutes or less at the primary level, eight (8) minutes or less at the intermediate level, and ten (10) minutes or less at the secondary level.

When a student and teacher mutually agree for the student to go elsewhere, or is sent for by the office, nurse, counselors, etc., and is under the supervision of another employee, if behavior and discipline are not the reason for the student to leave the classroom, this will not be considered an exclusion.

Except in emergency circumstances or when a student is causing a substantial disruption to the educational process, the teacher must first attempt one or more alternative forms of corrective action before excluding a student.

Examples of alternative forms of corrective action that may be used before excluding a student may include but are not limited to the following: a verbal warning, a classroom referral, moving the student’s seat, assigning detention, loss of recess time, loss of privileges, and contacting parents/guardians.

When a classroom exclusion occurs, the teacher or other school personnel must report it to the building principal or designee as soon as reasonably possible. The teacher, principal, or designee must notify the



student's parents/guardians regarding the exclusion as soon as reasonably possible. Notification may be satisfied through email, phone call, or an electronic referral. In addition, the teacher or other school personnel will document any exclusion following building practices, such as a referral.

An excluded student may not return to the class during the balance of that class or activity period or up to the following two (2) days, or until the principal or his/her/their designee and the teacher have conferred.

When the principal or designee and the teacher confer before a student returns to class, that conference may include a face-to-face discussion, phone conversation, or email, however, the conference shall not interfere with instruction. At the secondary level, no excluded student will return to class in the same period from which they were removed unless initiated by the teacher. At the primary and intermediate levels, if a conference has occurred, the student may return to class after the next recess, specialist time, or lunch, unless initiated by the teacher.

A student committing an offense under chapter 9A.36 (assault), 9A.40 (kidnapping), 9A.46 (harassment), or 9A.48 (arson or property damage) RCW, when the activity is directed toward the teacher, shall not be assigned to that teacher's classroom for the duration of the student's attendance at that school or any other school where the teacher is assigned.

A student who commits an offense under chapter 9A.36 (assault), 9A.40 (kidnapping), 9A.46 (harassment), or 9A.48 (arson or property damage) RCW, when directed towards another student, may be removed be from the classroom of the victim for the duration of the student's attendance at that school or any other school where the victim is enrolled.

Any person who shall insult or abuse a teacher anywhere on the school premises while such teacher is carrying out his or her official duties has committed a misdemeanor under RCW 28A.635.010

As required in RCW 13.04.155, the building principal must provide information to every teacher as well as any other personnel who in the judgment of the principal, supervises a student, or for security purposes, whenever a minor enrolled in a common school has been convicted in adult criminal court, or adjudicated or entered into a diversion agreement with a juvenile court, on any of the following offenses:

- (a) A violent offense as defined in RCW 9.94A.030;
- (b) A sex offense as defined in RCW 9.94A.030;
- (c) Inhaling toxic fumes under chapter 9.47A RCW;
- (d) A controlled substances violation under chapter 69.50 RCW;
- (e) A liquor violation under RCW 66.44.270; and
- (f) Any crime under chapters 9A.4, 9A.36, 9A.40, 9A.46, and 9A.48 RCW.

When a teacher or administrator clears a classroom due to a noncompliant misbehaving student, especially when that student poses a danger to themselves or other students, the building principal will ensure that the parents/guardians of all students in that classroom are made aware of the incident within one (1) school day.

When the District does not provide for adequate supervision of students, in cases such as physical education, where employees cannot enter the locker room of the opposite gender, and no employee of the same gender is present, the District accepts all liability and the employee shall be immune from legal action and/or disciplinary action from the District.

Art. 4.5, Itinerant language ONLY, ok if travel time doesn't include planning

Art. 4.7, TA district 8.7 offer

Art. 4.10- TA district 8.7 offer

4.11 Sp Ed teachers- **TA Five additional per diem days, caseload capped at 30.** For the purposes of calculating caseloads, Life Skills/ Self-Contained students shall count as 1.3 in order to maintain student safety. Ok district 8.7 counselor language but change Superintendent to building administrator.

Change "Teacher" to "Employee" throughout, remove gender-based references throughout

Art. 5- TA District 8/7 offer

Art. 6.1- strike 1<sup>st</sup> paragraph, second paragraph to read: The district is committed to allocating in the form of salaries the funds derived from ~~the placement of staff on the State Leap Schedule~~ allocation for certificated salaries.

Strike paragraph 3, ok with district paragraph 4, 6 proposal from 8/7, strike paragraph 9—it violates the law.

Art. VII- Duration 19/20 , *ECL on all other issues*

Appendix A- enrollment form is appendix A, not necessary

**Appendix H, 7% across the current schedule (IPD plus 5), except make BA 90 \$200 less per cell than MA after 7% is applied to MA column**