

# Summary: GBEA Settlement

<b>Article 1: Recognition</b>
<ul style="list-style-type: none"><li>• Bans the subcontracting or outsourcing of bargaining unit work as of the signing of the contract. It does not prohibit the District from providing additional opportunities for students.</li></ul>
<b>Article 2: Negotiations Procedure</b>
<ul style="list-style-type: none"><li>• A searchable copy of the Contract, District Policies, and job descriptions will be available online at district website with paper copies provided to any teacher upon request. Teachers may request a hard copy of the contract.</li></ul>
<b>Article 3: GBEA/ECBC Rights</b>
<ul style="list-style-type: none"><li>• Updates the list of equipment available for GBEA use.</li><li>• Ensures that an association president's leave is treated as paid leave and therefore does not create a break in service with regard to PERS.</li><li>• Allows the district provide an association president with an electronic version of the advance agenda and the unapproved minutes from prior board meetings.</li><li>• The unapproved minutes will also be emailed to all members.</li></ul>
<b>Article 4: Rights of Members</b>
<ul style="list-style-type: none"><li>• Expands nondiscrimination rights to include transgender, sexual orientation and ethnic background.</li><li>• Information derived from video surveillance cannot be used for evaluation except at member request.</li><li>• Student scores on required State or Federal tests cannot serve as a sole basis for involuntary transfer, placement onto a program of assistance for improvement, determination of competence for RIF, or disciplinary action.</li><li>• Test scores and assessments will not be placed in the personnel file except to the extent that they are referenced and/or included in the teacher's evaluation or electronic evaluation file.</li></ul>
<b>Article 9: Evaluation</b>
<ul style="list-style-type: none"><li>• Eliminates the ability for a member to select the standard evaluation process due to the change in the evaluation law.</li><li>• A searchable copy of the Professional Growth and Evaluation Handbook will be available on the District website.</li><li>• New members will receive a hard copy of the evaluation handbook. Hard copies will be available to others upon request.</li></ul>
<b>Article 10: Positions, Transfers, and Vacancies</b>
<ul style="list-style-type: none"><li>• Members who are ordered to change rooms will receive two days pay.</li></ul>
<b>Article 11: Reduction in Force</b>
<ul style="list-style-type: none"><li>• The district will provide a seniority list to the GBEA annually with lots drawn for all new employees and temporary employees at the start of service. Temporary employee lot numbers only become active if they are permanently hired.</li></ul>
<b>Article 12: Conditional Assignment</b>
<ul style="list-style-type: none"><li>• Change title of this article to License for Conditional Assignment (LCA).</li><li>• Removes current conditional assignment permits and replaces them with license for conditional assignment.</li><li>• Require that an LCA is needed when teaching out-of-field under the following circumstances: teaching at any grade level outside of license, teaching more than 10-hours weekly in a subject without</li></ul>

endorsement, teaching two or more subjects not held under license, or moving from one licensure area to another such as counseling to administration.

- Requires the District to discuss possible misassignment(s) and LCA's with the member before sponsoring them.
- Sets a deadline of October 31 for all LCA applications unless the assignment has already begun.
- Requires the District to provide professional assistance within the first year of the conditional assignment.
- Requires that the employee pay the application fee for the LCA.
- Establishes an annual meeting between the member and the District to review progress.
- Establishes that the District will pay for course work and tests required as a part of the LCA.
- Clarifies that the LCA is not a stand-alone license.

**Article 13: Sick Leave**

- Clarifies that the sick leave bank contributions will occur annually on a first-come first-served basis.

**Article 14: Paid Leaves**

- Eliminates most restrictions on personal leave.
- Allows members to accumulate up to 3 days of personal leave by carrying over one unused day from the previous year.
- Allows the use of personal leave on the day before or after a break with a maximum use of 10% of licensed staff in a building. Five (5) days notice must be given. (except in an emergency).
- Adds general designee to the current requirement that the Superintendent approve certain leaves.
- Notes that the ability to take parental leave expires on a child's first birthday or the first anniversary of an adoption.

**Article 15: Unpaid Leaves**

- If a member is elected to an association leadership position, they will not experience a break in service (PERS).
- Updated language to comply with Family Medical Leave Act.
- Adds ten (10) additional leave days beyond FMLA with regard to military leave.

**Article 17: Management Rights**

- Strikes the language on subcontracting (this idea was expanded to all levels in article 1) and continuation of programs at the high school level (this language was superseded by our ability to work with the district to reduce the impact of a layoff on members in Article 11).

**Article 18: Safe Working Conditions**

- Building safety committees will forward their reports to the District Student Discipline and Safety Committee.
- Creates a District Student Discipline and Safety Committee that will have oversight over workplace safety concerns including but not limited to environmental issues, disasters and threats, security, and member support in discipline and safety issues. It will be comprised of five members from the association and five from the district. When issues specifically impact classified employees, they will be invited to attend the meetings and participate in discussions.
- The committee will meet at least quarterly. Both the GBEA and the District can bring issues for consideration with any recommended changes forwarded to the bargaining teams for approval.
- Members who feel a safety or discipline procedure is not being followed can register their concern to the Principal. If the concern is not resolved then the member may appeal to the Superintendent. If it remains unresolved then the issue will be heard before the school board.

<b>Article 19: Required Workshops</b>
<ul style="list-style-type: none"> <li>• Provides that time for trainings or workshops will be given during the work day and not affect prep time.</li> <li>• If trainings or workshops must occur outside of the work day then members are paid.</li> <li>• Paid time will not be required for trainings that arise out of a voluntary transfer or initial hire into a program which requires additional training such as IB, AP, or AVID summer training.</li> </ul>
<b>Article 20: Tuition Reimbursement/Professional Development</b>
<ul style="list-style-type: none"> <li>• Ensures that members who receive materials as result of taking a class/workshop will retain ownership of those materials.</li> <li>• All professional development requests must be pre-approved by the District for reimbursement and/or payment.</li> </ul>
<b>Article 23: Work Year</b>
<ul style="list-style-type: none"> <li>• With mutual agreement between the GBEA and the district, members employed at schools in improvement status can be required to work two additional days and be paid for their additional time. All impacted members must be notified by March 1<sup>st</sup> of the preceding school year.</li> </ul>
<b>Article 24: Hours and Workload</b>
<ul style="list-style-type: none"> <li>• Early release/late start days will be split 1/2 and 1/2 between district-directed and member-directed.</li> <li>• The first curriculum and instruction workday for grades K-5 will occur in the month September.</li> <li>• For the remained of the 2014-15 school year a maximum of 1 building staff meeting per month may occur for all grade levels.</li> <li>• Beginning in 2015-16, at K-8 grade levels building staff meetings may only be held during a week in which there is a member-directed early release/late start with a maximum of 2 in any month.</li> <li>• Evening/afternoon activities may not be scheduled prior to a non-work day.</li> <li>• 15 minute breaks are required for each 2-hours of parent conferences, time can be combined to create a longer meal break for conferences of 4-hours or more.</li> <li>• Kindergarten teachers with two half-day sessions will receive double the amount of conference time.</li> <li>• Member-directed and uninterrupted weekly prep for Elementary teachers will be 300 minutes.</li> <li>• A 2-hour late schedule has been added for HS with periods no less than 32 minutes.</li> <li>• Case managers will receive 2 hours per week and 9 days of paid release for ES for case management.</li> <li>• Case managers will receive one class period per day for MS and HS for case management.</li> <li>• Members may be assigned duties in lieu of teaching for all grade levels.</li> <li>• Changes the class size committee meetings to “the third full week of school” and “the third full week of second semester.”</li> <li>• Regarding the class size committee; adds that capping an individual grade level and providing bussing for any additional students be an option.</li> <li>• Requires that the district provide time during the work day for trainings for new teaching materials that it does not reduce member guaranteed prep time.</li> </ul>
<b>Article 25: Salary</b>
<ul style="list-style-type: none"> <li>• For the 2014-15 school year 1% increase</li> <li>• For the 2015-16 school year 2% increase</li> <li>• For the 2016-17 school year 2% increase</li> <li>• Steps accrue annually for eligible members (no more step delays).</li> <li>• Provides that members who are in a position that bills Medicaid shall be placed on the NBTS column of the salary schedule.</li> </ul>

<b>Article 29: Insurance</b>
<ul style="list-style-type: none"> <li>• Increase the District's current contribution (\$1,110) by 8.1% to \$1200 starting in 2015-16.</li> <li>• Plans offered to members will be chosen solely by the Association (with a limit of seven plans).</li> <li>• A committee will be established to explore alternatives to the insurance models currently in place. Recommendations must be made by Spring Break for changes to be implemented in the following year.</li> </ul>
<b>Article 31: Extra-Duty Compensation</b>
<ul style="list-style-type: none"> <li>• Extends "after teacher workday detention" as a duty for all levels</li> <li>• Adds OST Coordinator with a \$25 hourly rate</li> <li>• Adds OST Teacher for a 54-hour session (9 weeks at 1.5 hours per day) at 4.5% of the base.</li> <li>• Designates the current OST Teacher at pay class J as a 36-hour session (9 weeks at 1 hour per day) at 3% of the base.</li> </ul>
<b>Article 33: Miscellaneous Provisions</b>
<ul style="list-style-type: none"> <li>• References to "ESEA/NCLB" are changed to "School Reform."</li> <li>• The language in part D2 is moved to Article 4 part K</li> </ul>
<b>Article 34: Term of Agreement</b>
<ul style="list-style-type: none"> <li>• 3-year contract to expire June 30, 2017</li> </ul>
<b>Appendix A-1 , A-2, and A-3: Salary Schedules</b>
<ul style="list-style-type: none"> <li>• 2014-2015 Minimum \$37,101 Maximum \$74,070</li> <li>• 2015-2016 Minimum \$37,843 Maximum \$75,551</li> <li>• 2016-2017 Minimum \$38,599 Maximum \$77,062</li> </ul>
<b>Appendix B: Comp Time</b>
<ul style="list-style-type: none"> <li>• The ability to earn Comp. Time is extended to members in all grade levels.</li> <li>• Wednesday School Supervision is added as a method of earning comp time.</li> </ul>
<b>Appendix D: MOU IDEA Meeting Attendance</b>
<ul style="list-style-type: none"> <li>• Increases the amount of paid time a member can receive without prior administrative authorization from 30 to 60 minutes for an IDEA meeting that requires parent/guardian and general education teacher participation.</li> </ul>
<b>Appendix E: MOU Student Discipline and Safety Committee</b>
<ul style="list-style-type: none"> <li>• Requires the completion of the safety resource handbook before January 15, 2015.</li> <li>• Establishes specific items that must be included in the safety resource handbook.</li> <li>• After this date the safety resource handbook will be disseminated to all staff.</li> </ul>
<b>Appendix F: MOU High School Department Chairs</b>
<ul style="list-style-type: none"> <li>• Continues the current implementation of HS Department Chairs in effect at each building for the duration of this contract.</li> </ul>