

Know Your Contract

Text in the boxes refers to our current Collective Bargaining Agreement (CBA)

Section 24 B, line 24: “ES Music Evening Performances: \$75 per performance”

- Did you receive compensation for evening performances?

Section 25, lines 35-36 “Employees approved by the Superintendent or designee to use their private vehicle(s) to travel on school business shall be compensated at the IRS rate.”

- Were you compensated for mileage?

Section 46 lines 10-12 “Employees concerned with excessive non-teaching work assignments will take their concerns to their principal, their Building Association Representative, and/or the Association. If necessary, these concerns will be addressed by Labor-Management.”

- Did you have duties that were not shared equitably among all certificated staff?

Section 47 A, lines 15-17 “(7.5) hour day inclusive of not less than a thirty (30) minute duty-free lunch period exclusive of passing time. A five (5) minute passing time shall also apply to Elementary Specialists.”

- Did you have a 30 minute duty free lunch every day?
- Did you have 5-minute passing time between classes?
- Did you have 5-minute passing time to/from lunch?

Section 47 C, lines 33-34 “Travel time includes the time it takes to exit one (1) place of duty and arrive at the second (2nd) place of duty plus the five (5) minute passing time.”

- Were you given adequate traveling time including the 5-minute passing time?

Section 48 A 2, lines 1-7 “All full-time certificated elementary employees shall have a minimum of two hundred and fifty (250) minutes per five (5) day week for the purpose of educational planning. Each employee shall have at least (1) continuous thirty (30) minute planning period on each full student day, amounting to a total of at least one hundred and fifty (150) minutes per five (5) day week. In addition, the remaining one hundred (100) minutes shall be provided in blocks of no less than twenty (20) consecutive minutes.”

- Did you have your full 250 minutes per week?
- Did you have 30 minutes uninterrupted/continuous planning time every day?
- Were your remaining planning minutes in blocks of at least 20 minutes?

Section 48 B, lines 17-21 “ESA personnel assigned to more than one (1) location shall have planning time allocated proportionally to the time assigned to each school or program site, given that one (1) plan period per day is a full thirty (30) minutes. Planning time shall be in blocks of time no less than twenty (20) minutes. The planning time schedule shall be developed in consultation with appropriate principal(s) or supervisor(s).”

- If you were at multiple schools, was your planning time allocated proportionally?

Section 48 C, lines 22-23 “Planning periods shall not be assigned during the Board Policy designated thirty (30) minutes at the beginning and end of the professional work day.”

- Was your planning time during the student day?

• Section 50 A 1 lines 14-7 “The principal or designee may request employees holding a valid teaching certificate to cover classes in cases of emergency or when arrangements for a regular substitute cannot be made either because of a time factor or the unavailability of a qualified substitute.” ; A 2 lines 18-21 “An emergency is understood to mean a sudden condition or state of affairs calling for immediate action. If it is evident that the emergency will extend beyond one half (0.5) hour and if time will permit a substitute to serve at least two (2) hours of the school day, a qualified substitute will be immediately called.” ; A 5 lines 28-31 “The Board agrees that any District-wide effort to use classroom teachers, itinerant teachers, librarians, student teachers, counselors, and personnel other than regular substitutes to cover absences of teachers for the purpose of avoid the usual costs for substitutes shall first be subject to the negotiations process.”

- Were you asked to substitute for classroom teachers? If so, how often/was it equitable with others being asked to cover?

• Section 50 B lines 32-37 “Loss of Planning/Overloads – Due to unavailability of a substitute, staff members, including specialists, who are required by the principal to cover for another teacher, resulting in a loss of their contractually guaranteed planning time, or are required by the principal/supervisor to cover a class or a portion thereof in addition to their own, resulting in a class size which exceeds negotiated lids, regardless of loss of planning time, shall be paid as follows:” More than 15 minutes up to 35 minutes=\$35, More than 35 minutes up to 60 minutes=\$60, More than 60 minutes up to 90 minutes=\$70, More than 90 minutes less than 3 hours=\$90, 3 hours or more=Substitute daily rate.

- How many overloaded classes (see Section 63: K=more than 23; 1st/2nd=more than 26; 3rd=more than 27; 4th/5th=more than 28) did you have? Were you paid for each time you saw them per the above table or compensated with release time?
- When asked to sub in a class, were your classes cancelled?
 - TEA directed us at the beginning of the year to not cancel your classes, and instead take the class you were covering into your room and get paid for loss of planning/class overload

2. Section 51 Co-Teaching: Definition – Co-teaching is a practice in which two (2) teachers lead a classroom, creating an inclusive setting where expertise is shared for the benefit of a diverse group of students.

- Did you share classes with another specialist? If so, how many?
- Were you provided adequate training and ongoing coaching?
- Were you given any common planning time?

- Section 63 Elementary Specialists A “Elementary library, music, and physical education specialists will be allocated based on the identified need for planning period coverage, as determined by the number of building classrooms.”

- Did you see each class for 30 minutes?
- Did you see each class once (Library) or twice a week (Music/PE)?

- Section 63 Elementary Specialists C: See Section 48
- Section 63 Elementary Specialists D: See Section 47A
- Section 63 Elementary Specialists E

- For Library, did you have your 270 minutes/week of shelving time, or the proportional amount if less than 1.0 FTE?

- Section 77 B 5 lines 15-19 “A reassignment to a different grade level (P-K, 1-3, 4-5, 6-8, or 9-12) or subject area, or a transfer to a different building shall be noted on the evaluation record for the first (1st) two (2) years. If an employee is assigned to an area other than that of the employee’s professional preparation, it may be indicated by the teacher/educational staff associate on the evaluation record during the pre-conference.”

- If you were assigned K-3 Support, was it noted on your evaluation that it was outside your area of professional preparation/certification?
- Did you receive training for your duties as K-3 support?

- Section 80 A, B, and C

- Did you fill out the preference form and return it? If so, is your school assignment (or one of your schools if you are at multiple) your 1st, 2nd, or 3rd choice?

- Section 80 J lines 1-5 “Every effort should be made by the District or building principals to assure that no staff member is reassigned in two (2) consecutive years. When this is not possible, and the District reassigns an employee more than once in two (2) consecutive years, the Principal and the teacher shall agree upon a plan of support, including but not limited to, training, release time, financial support and resources for moving classrooms.”

- In the last four years, how many times have you been reassigned?