

# Phoenix Elementary Classroom Teachers Association

## 2019-2020 Meet and Confer Agreement

Submitted on behalf of the Meet and Confer team from  
Phoenix Elementary School District #1 and Phoenix  
Elementary Classroom Teacher Association

Agreed Upon on: Tuesday, May 7, 2019

PHOENIX ELEMENTARY  
CLASSROOM TEACHERS  
ASSOCIATION

PHOENIX ELEMENTARY SCHOOL  
DISTRICT #1

MEET AND CONFER TEAM

MEET AND CONFER TEAM

Leanne Abushar, President

Rosanna Hidalgo, Chief Operations Officer

Nicole Goodwin, Treasurer

Victor Diaz, Director of Human Resources

Jay Barbuto, Membership Chair

Tom Lind, Assistant to the Superintendent  
for Policy and Strategy

Kelly Noble, Teacher

Denise McGloughlin, Chief Academic  
Officer

Dana Ramos, Teacher

Janice Durham, Director of Budget and  
Finance

Joseph Fuentes, Teacher

Rony Assali, Organizational Consultant

Greg McQuade, AEA Organizational  
Consultant

**INTRODUCTION**

The Phoenix Elementary Classroom Teachers Association has and will continue to work collaboratively with the Phoenix Elementary District #1 Administration and Governing Board to create the district's vision for the future.

We are committed to collaborating with the district administration and governing board to establish a culture of excellence that promotes student achievement. We will continue to partner with the district and community to put the vision of the strategic plan into action by creating a culture and climate of interdependency, shared leadership and trust to promote highly performing students, staff, schools, and district.

The Association has participated in the Meet and Confer process with the Governing Board of the Phoenix Elementary District #1 in collaboration to develop and maintain the best working environment possible. The Association pledges to make the 2019-20 Meet and Confer Process a true collaborative effort. We appreciate the Governing Board's recognition of our major professional contributions to the education, welfare, and success for the children of the District.

The following are the agreements between Phoenix Elementary Classroom Teacher Association and Phoenix Elementary School District Designees to take effect during the 2019-2020 school year:

### **Salary**

1. Base salaries for all certified staff will be increased by 5%
2. Certified staff eligible for Classroom site funds (classroom teachers) will receive an increased payout of \$500 added on to the current \$1,000 they are receiving.
3. Certificated Professional Support Staff (Social workers, OT/PT, Psychologists, BIS) will receive an increase of \$500 to the base salary.

### **Class/Caseload Size**

1. Ratios
  - i. K-1 - 24:1
  - ii. 2-3 - 26:1
  - iii. 4-8 - 30:1
  - iv. Resource - 20:1
  - v. Self-contained - 3:1 adult to student ratio based on student need.
2. Caps
  - a. In the event the number of students exceeds the designated allocation by 10% plus 1, the district shall within the district's budget capacity, impose acceptable alternatives that may include but are not limited to:
    - i. Addition of instructional assistant;

- ii. Increase the instructional assistant hours;
  - iii. Reassign students to different teacher (leveling of classes);
  - iv. Add a teacher.
- b. A committee will be assembled in July 2019 to study the issue of class size in Phoenix #1 and to propose potential changes in our current processes and class size ratios that will be considered through the Performance Based Budgeting process. Among the topics this committee will discuss and address are current ratios, the development of minimum and maximum guidelines within each ratio and the development of remedies for classes that are too large or too small during a school year. The committee will ultimately be responsible for developing budget packages for class sizes for the Performance Based Budgeting process. The committee will be chaired by the Superintendent or his Designee and will consist of at least three (3) members designated through PECTA, three (3) members who participate via an all-call of certified staff members, and three (3) school or district level administrators. The committee chair will strive for creating an equitable representation of grade levels and content areas that will be included in the committee. Once a proposal is created it will be presented to the PECTA Meet & Confer Team for final approval. If both, PECTA and Phoenix Elementary School District #1 are in agreement it will be submitted to the school board in order to override the current agreement on class size.

#### **Limited Hours Beyond Contracted Work Time**

1. The District Administration will create a team to build equitable MTSS and PBIS site teams. The committee will determine what the compensation will look like according to position and workload.
  - a. District is tentatively working to have a plan by the end of August 2019.

#### **Equitable Prep Time**

1. Teachers shall be scheduled for a minimum of 225 minutes planning time per week. In the event of an administrative directive resulting in a teacher missing prep time, the administration must determine how to recover the missing prep time after consultation with the teacher. This clause is exclusive of teacher attendance at special events such as, but not limited to, field trips or school trips.
  - a. District provided planning time is to be utilized for lesson planning, parent meetings, instructional coaching, meeting in collaborative teams to implement the PLC process, examining standards, identifying essential standards and pacing, creating common formative assessments, instructional dialogues, analyzing student data/work and planning for

interventions and/or enrichment, meeting with 18 administrator, IEP meetings, creating behavior plans, MTSS meetings, other duties as assigned to meet the needs of all students.

- a. In elementary grades where music, art, library, and physical education are assigned, the teacher shall be relieved of duty while such classes are in session for the purpose of using this time as preparation and/or consultation time. However, the past practice shall be continued wherein the classroom teacher and the special area teacher plan together the activities and learning experiences of their students. However, it shall be the responsibility of the classroom teacher to supervise the students on their way to and from special classes.
- b. The administrators responsible for the scheduling of special area time shall make every reasonable effort to attempt consistency of preparation time for the teachers involved and shall attempt the equitable distribution of special area teacher time throughout the week. This shall include transition time between classes that will not count towards the allotment of 225 minutes planning time per week. The following exception applies to preparation time for special area teachers. Special area teachers who experience a reduction of preparation time pursuant to the Wednesday early release schedule will be made whole by beginning specials classes with students X days later than classroom teachers at the beginning of the school year and end classes with students one-half day before classroom teachers at the end of the school year.

### **Maintain Duty-Free Lunch**

1. 30 minutes, uninterrupted and does not include transition time between taking students to and from lunch
2. Teachers assigned to more than one building during any school day shall be granted the same thirty (30) minute duty-free lunch period, exclusive of travel time, as that granted to other teachers.

### **Substitutes and Split-Classes**

1. The District agrees to provide split pay for teachers that assume substitute responsibilities. The District will establish procedures aligned to Human Resource and Payroll guidelines to ensure compliance.
2. The District agrees to support the emergency sub certificate for qualified employees, i.e. any staff member with a high school diploma, GED, or higher.
  - a. The District agrees that an instructional assistant in a special education self-contained classroom will serve as the sub in that classroom when practicable.

- b. In cases where an Instructional Assistant is solely dedicated to a single classroom, an administrator may request that this Instructional Assistant be recognized as a preferred substitute teacher in the event of a teacher absence. In this case, rather than requesting a substitute on the District substitute teaching team, the Instructional Assistant will be called upon to serve as a substitute teacher whenever a substitute is required. The Instructional Assistant will receive \$75 in addition to their regular hourly pay for each day she or he acts as a substitute teacher. Occurrences must be documented in the district's absence and substitute tracking software, SmartFind, as well as on a form that must be submitted to the Substitute Coordinator with a signed approval from a Principal or other Administrator.
3. It is the responsibility of the teacher or IA that is receiving compensation for substituting to submit required documentation for Principal approval.

### **Trauma-Informed Care**

1. Administration will work with Professional Support Staff to develop a trauma-informed care professional development plan for FY19/20. The professional development plan will continue and enhance the trauma informed care training already occurring in the District.

### **Committees**

1. All system wide committees in Phoenix Elementary will be authorized by the Superintendent. System wide committees include, but are not limited to, curriculum committees, Insurance committee, Prop 301/Teacher Evaluation committee, Assessment committee, and Professional Development committees.
2. All committees will consist of an Association Member liaison. Role of liaison include but is not limited to collaborating with district to: select meeting dates, share feedback from staff to committee, share feedback from committee with staff, present committee findings and decisions to administration and governing board.
3. Committees dealing with wages, hours and working conditions shall be composed of representatives from affected employee groups. The committee shall include at least one member from PECTA, ESPA and PEAA. The role of the association representative is to serve as a liaison.

### **Sick Leave Bank**

1. At the determination of the Superintendent, a committee will be formed to explore models of other districts' uses of sick leave banks and make recommendations for the formation of a sick leave bank that would be implemented in the 2020-2021 school year. The District will do an all-call for committee members from all employee groups. Several employees from each employee group will participate in the committee, which will include at least one PECTA, one ESPA and one administrator. The goal of the committee is to research

and develop an implementation plan during the 2019-2020 school year, and a recommendation may go into effect in the 2020-2021 school year.

### **Non-Retaliation**

- a. Policy GBP - Prohibited Personnel Practices

### **Student Behavior Referrals**

1. Site administrator or site designee responsible for discipline will respond in writing or by email with a status report on behavior referrals no later than end of the day.

### **Obligation to "Meet and Confer"**

1. The District agrees to conduct the annual meet and confer process with PECTA for the purpose of discussing wages, benefits, and working conditions.
2. The Association and District Administration leadership will meet monthly, or as needed, outside of the meet and confer process, for the purpose of discussing certified staff concerns.
3. The District and the Association agree to establish a communication plan for the purpose of providing staff with agendas, minutes, and agreements of meet and confer.
4. The District and Association agree to establish procedures for meet and confer resulting in revision of policy and regulation.

### **Prop 301 Plan**

1. The District and the Association will form a committee of 9 members consisting of 3 administrators, 3 Association members, and 3 members-at-large to develop the Prop 301 plan. The committee will meet at a time when no less than 7 out of the 10 members on the committee are available with no more than 2 people from each team absent.
2. The plan will be submitted to the Association no later than February 15. The plan will then be sent to the teachers for a vote no later than March 15. Teachers will have at least 2 weeks to look over the plan, ask questions, and vote.
3. The teachers must vote on the plan with a 70% approval rate. If there is not a 70% approval, the committee must reconvene to address concerns that teachers have presented. The plan must be edited to address these concerns and will then be brought back to the teachers to re-vote with a minimum 70% approval rate. Should a second vote not result in a 70% approval rate, the superintendent will hold an open meeting (could be a regularly scheduled meeting) to hear feedback from teachers. After receiving feedback, the superintendent will determine what changes need to be made and can advise the committee to make the changes before voting on the finalized plan.

**Governing Board Meeting Minutes and documentation - better communication for staff, students, and the community; transparency from the Governing Board and District**

1. All documentation, minutes, supporting information, etc. will be included and archived on the Phoenix Elementary website for public access. The entirety of the packet will be included to the extent that is allowed by law.

  
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Dana Ramos  
Meet and Confer Co-Chair

5-9-2019  
Date

  
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Joseph Fuentes  
Meet and Confer Co-Chair

5-9-2019  
Date

  
\_\_\_\_\_  
Representative of the Governing Board

5-9-2019  
Date