

Appendix D: Waivers: PEA Collective Bargaining Agreement

Calendar

Negotiated Agreement:

Article 10 - Contract Year - Hours **(See Four Day MOU for changes)**

10-1 - Contract year = 183 day.

10-1-2 Paid Additional compensation for duties

10-2 - School day - 7hrs. 30 min.

10-3 – Regular day

10-1-3 – Teacher workdays

MOU Four Day Week:

- *Contract year- Teachers: 150- 8.5 hour workdays, 15- 6.5 hour workdays, as determined by the District school calendar.*
- *Additional days for counselors as agreed in article 19-1-2-1 will be seven and a half (7.5) hour days.*

Replacement Policy:

- Each school in the Innovation Zone will meet or exceed minimum statutory requirements for school year and school day.
- Each school in the Innovation Zone has the authority to issue its own employment offer letters to newly hired teachers. The letter will outline the terms of employment. Schools in the Innovation Zone will have a common structure of compensation for additional work, incentives, and performance pay. Compensation will be agreed upon and communicated in advance.
- Each Innovation Zone school's Building Leadership Team, will have the authority to schedule teacher workdays within the individual school's calendar.
- New-to-district hires:
 - there will be an "at-will" period of employment (3 semesters).
 - During this "at will" period of employment, a teacher's contract may be cancelled at any time after approval of HR and consultation with the superintendent.
- Non probationary teachers:
 - teachers who receive a Partially Effective or Ineffective rating in accordance with the evaluation process, shall be subject to a review of their position in the Innovation School, which may result in an administrative transfer.
- Probationary teachers:
 - are subject to state/district non-renewal processes.
 - The schools in the Innovation Zone have the authority to establish the zone wide compensation rate system in addition to Appendices A, B, and C for all employees.
- Extra Performance in addition to Appendices B and C; hours of work day, duties and lunch duty will be determined by the Innovation Zone Team.
- In consultation with HR and the Superintendent, the schools in the Innovation Zone may offer experience credit beyond that allowed in the Collective Bargaining Agreement.

Human Resources: Professional Learning

Negotiated Agreement:

Article 11 - Teaching Load

11-3-1-1 (4) Separate preparations

11-4-1 Flexibility with planning times

11-5 Required meetings

Replacement Policy:

- The schools in the Innovation Zone will have the flexibility to assign more than four preparations to middle school teachers.
- Teachers will have a minimum of four individual plans each week, based on the individual school's calendar week. Schools will have the flexibility to vary PLC, plan and collaboration time; with this variation, planning periods may not be uniform.
- Some meetings may be scheduled at times other than at the end of the normal school day.

Human Resources

Negotiated Agreement:

Article 13 – Transfers

13-1-4 Timeframe for transfers

13-1-4-1 Transfer placement

13-1-6-1 licensure and endorsement

13-2-1 – Posting of Vacancies

13-2-1-1 Postings

13-3 Transfers

13-4 Administrative Transfers

Replacement Policy:

- Staff applying and accepted for transfer into an Innovation Zone school shall be permitted at any time during the year.
- The schools in the Innovation Zone have the authority to select all certified staff. The school shall determine the makeup of the interview committee members for all certified staff.
- The schools in the Innovation Zone shall have the authority to hire all personnel and request the ability to hire non-Highly Qualified (HQ) personnel and long-term substitutes in non-core academic areas.
- Extra Performance in addition to Appendices B and C; hours of work day, duties and lunch duty will be determined by the Building Leadership Team.
- In consultation with HR and the Superintendent, the schools in the Innovation Zone may offer experience credit beyond that allowed in the Collective Bargaining Agreement.
- Principals shall have flexibility to determine staffing and leadership structure.
- Vacancies shall be posted until filled. Principals shall have the authority to post via a general posting and hire multiple applicants from the same pool.

- The schools in the Innovation Zone will have the autonomy to hire all personnel; no employees will be administratively placed in the school by district.
- The schools in the Innovation Zone need to retain personnel that are committed to the reform model, therefore all staff members are required to sign the Innovation Zone Commitment Form.
- Opt out process will be made available to any staff member prior to the beginning of the first year of the Innovation Zone.
- The schools in the Innovation Zone will follow application processes, background checks, fingerprinting, and equal employment practices.
- School principals in the Innovation Zone would like the discretion to retain late hire employees (Intent to non-renew, due to hire date), thus avoiding the non-renewal and rehire process for identified/selected employees.

Human Resources

Negotiated Agreement:

Article 15 - Reduction in Force

Replacement Policy:

- Each school in the Innovation Zone has the authority to make decisions regarding reductions in teaching staff and will follow the RIF language.

Calendar/ Professional Learning

Negotiated Agreement :

~~MOU Early Release Individual Planning Time~~

Replacement Policy:

- ~~The schools in the Innovation Zone will set their own schedules for Friday early release.~~