

ENGROSSED

Senate Bill No. 467

(By Senators Plymale, Kessler (Acting President),
Stollings, Miller, Beach, Chafin and Foster)

[Introduced February 8, 2011; referred to
the Committee on Education.]

A BILL to amend and reenact §18A-4-14 of the Code of West Virginia, 1931, as amended, relating to requiring reports on the number of and reasons for incidences in which a teacher is unlawfully assigned any responsibility during his or her planning period.

Be it enacted by the Legislature of West Virginia:

That §18A-4-14 of the Code of West Virginia, 1931, as amended, be amended and reenacted to read as follows:

ARTICLE 4. SALARIES, WAGES AND OTHER BENEFITS.

§18A-4-14. Duty-free lunch and daily planning period for certain employees.

1 (1) Notwithstanding the provisions of section seven, article
2 two of this chapter, every teacher who is employed for a
3 period of time more than one-half the class periods of the
4 regular school day and every service ~~personnel~~ person whose
5 employment is for a period of more than three and one-half
6 hours per day and whose pay is at least the amount indicated
7 in the "state minimum pay scale" as set forth in section
8 eight-a of this article shall be provided a daily lunch recess
9 of not less than thirty consecutive minutes, and ~~such~~ the
10 employee shall not be assigned any responsibilities during
11 this recess. ~~Such~~ The recess shall be included in the number
12 of hours worked, and no county shall increase the number of
13 hours to be worked by an employee as a result of ~~such~~ the
14 employee being granted a recess under the provisions of this
15 section.

16 (2) Every teacher who is regularly employed for a period of
17 time more than one-half the class periods of the regular
18 school day shall be provided at least one planning period
19 within each school instructional day to be used to complete
20 necessary preparations for the instruction of pupils. ~~Such~~
21 The planning period shall be the length of the usual class
22 period in the school to which ~~such~~ the teacher is assigned,

23 and shall be not less than thirty minutes. No teacher shall be
24 assigned any responsibilities during this period and no
25 county shall increase the number of hours to be worked by a
26 teacher as a result of ~~such~~ the teacher being granted a
27 planning period subsequent to the adoption of this section
28 (March 13, 1982).

29 The principal of each school shall report to the county
30 superintendent the number of incidences in which a teacher
31 is assigned any responsibility during his or her planning
32 period that is not for the purpose of completing necessary
33 preparations for the instruction of pupils. For each incident,
34 the report also shall include the reason for the unlawful
35 assignment of responsibility during the planning period for
36 the unauthorized purpose. Each county superintendent shall
37 compile the reports into one report and submit the report to
38 the state superintendent. The state superintendent shall
39 compile all of the reports from the county superintendents
40 into one report and submit the report to the Legislative
41 Oversight Commission on Education Accountability on or
42 before November 1 of each year.

43 Principals, and assistant principals, where applicable,
44 shall cooperate in carrying out the provisions of this subsec-

45 tion, including, but not limited to, assuming control of the
46 class period or supervision of students during the time the
47 teacher is engaged in the planning period. Substitute
48 teachers ~~may also~~ may be ~~utilized~~ used to assist with class-
49 room responsibilities under this subsection: *Provided*, That
50 any substitute teacher who is employed to teach a minimum
51 of two consecutive days in the same position shall be granted
52 a planning period pursuant to this section.

53 (3) Nothing in this section shall be construed to prevent
54 any teacher from exchanging his or her lunch recess or a
55 planning period or any service ~~personnel~~ person from
56 exchanging his or her lunch recess for any compensation or
57 benefit mutually agreed upon by the employee and the
58 county superintendent ~~of schools~~ or his or her agent: *Pro-*
59 *vided*, That a teacher and the superintendent or his or her
60 agent may not agree to terms which are different from those
61 available to any other teacher granted rights under this
62 section within the individual school or to terms which in any
63 way discriminate among ~~such~~ the teachers within the
64 individual school, and that service personnel granted rights
65 under this section and the superintendent or his or her agent
66 may not agree to terms which are different from those

67 available to any other service personnel within the same
68 classification category granted rights under this section
69 within the individual school or to terms which in any way
70 discriminate among ~~such~~ the service personnel within the
71 same classification category within the individual school.