

**COLLECTIVE BARGAINING AGREEMENT**

**between**

**DIERINGER SCHOOL DISTRICT NO. 343**

**and**

**DIERINGER EDUCATION ASSOCIATION**

**September 1, 2020 through August 31, 2023**

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## **PREAMBLE**

WHEREAS, the District has a statutory obligation to bargain with Association as the exclusive representative of its contracted certificated personnel, excluding administrators, with respect to hours, wages, terms and conditions of employment, and

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Dieringer School District No. 343 is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service, and

WHEREAS, the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and

WHEREAS, the parties have reached certain understanding which they desire to confirm in this Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

### **DEFINITION OF PARTIES**

This agreement entered into by and between Dieringer Education Association, hereinafter called "Association", as presently constituted, and the School District of Dieringer, the County of Pierce, Washington, hereinafter called "District" or "Board." The signatories shall be the sole parties to this agreement.

## **PART 1 - DISTRICT / ASSOCIATION RELATIONSHIPS**

### **ARTICLE I - RECOGNITION**

Recognition: The District hereby recognizes the Association as the sole and exclusive bargain representative for all contracted certificated personnel, excluding administrators whether on leave, employed or to be employed by the Board. Such representation shall cover all personnel assigned to newly created professional positions unless the parties agree in advance that such positions are principally supervisory and administrative. The term "certificated employee" when used hereinafter in the Agreement shall refer to all employees represented by the Association in the bargaining unit as above defined.

Substitute employees are covered by this agreement after working 20 consecutive days or 30 cumulative days in the current school year. Substitute pay will be reviewed annually and set by the Board, but will not be less than the current rate per day. After a substitute works more than 20 consecutive days and continues to work in the same position, the substitute will be paid their appropriate salary schedule placement, retroactive to the first day in the assignment.

The only other sections of this CBA that will apply to subs are the following:

- Article I, II, III, V, VI
- Article VII--Sections 7, 8, and 14
- Article XIV--Sections 1, 2, and 5

The District agrees not to negotiate with or recognize any certificated employee organization other than the Association for the duration of this Agreement.

## **ARTICLE II - MANAGEMENT**

### **Section 1. Authority of District Administration**

It is recognized that the District and its Administration has the responsibility and authority to manage and direct, in behalf, of the public, all operations and activities of the school district to the full extent authorized by laws and the Constitution of the State of Washington and the United States of America. The Board and its administrative agents shall be free to exercise all such rights and responsibilities which are not in conflict with the express provisions of this Agreement.

### **Section 2. Rights of District Administration**

By way of illustration and without limiting or abridging the generality or specificity of the above right, the District retains the following rights:

- A. To manage and administer the school system, its properties and facilities and to direct its employees, administrators, certificated personnel, and other employees, in the execution of their duties. To make such operating changes, with the help of the certificated staff, as deemed advisable for efficient, effective operation of the District.
- B. To determine the work and position requirements, applicant and employee qualifications.
- C. To determine and establish, with the help of the certificated staff, levels and courses of study and instruction (including but not restricted to special programs), athletic, recreational, social and other events for students, and to determine the basic and accepted methods of instruction, to adopt textbooks and other teaching materials and aids, and to determine other supplies, materials and equipment as it deems advisable.
- D. To determine, with the help of the certificated staff, the standards of behavior, discipline and order of students in the schools, and procedures for the enforcement of such rules.
- E. To develop and control the annual budget for the District and to submit to its electorate such propositions for authority to borrow monies or to levy such taxes, as it may deem necessary, and to exercise full control over the financial affairs of the District.

## **ARTICLE III - ASSOCIATION RIGHTS**

### **Section 1. Post Notices and Use of Mail Boxes**

The Association shall have the right to post notices of activities and matters of Association concern on certificated personnel bulletin boards, at least one of which shall be provided in each school building. The Association may use the District mail service, email, and certificated employee mailboxes for communication to certificated employees.



## **Section 2. Use of Equipment and Materials**

The Association shall pay for the reasonable cost of all materials and supplies incident to the use of school equipment.

## **Section 3. Information**

The District agrees to furnish to the Association in response to reasonable requests all available information concerning the financial resources and audits, register of certificated personnel, tentative budgetary requirements and allocation, agendas and minutes of all Board meetings, treasurer's reports, census and membership data, names and addresses of all certificated personnel and regular substitutes, salaries paid thereto and educational background, and such other information as will assist the Association in developing intelligent, accurate, informed and constructive proposals on behalf of the certificated employees, together with information which may be necessary for the Association to process any grievance or complaint.

## **Section 4. Association Input Regarding Fiscal Matters**

The District will consult with the Association before any new or modified fiscal, budgetary or levy programs, construction programs, or major revisions of educational policy, which are proposed or under consideration, and the Association shall, upon request, be given an opportunity to advise the District with respect to said matters prior to their adoption and/or general publication.

The District and Association will regularly consult on plans for classroom space and enrollment projections in order to inform thoughtful, student-centered decision making for master schedule planning and school construction. The shared goal is to maintain high-quality instructional environments for student and teacher success.

## **Section 5. Input on Regular Agenda**

The District shall place on the agenda of each regular Board meeting for consideration under "Superintendent's Report and New Business" any matters brought to its attention by the Association so long as those matters are made known to the Superintendent's office 2 weeks prior to said regular meeting. Matters of urgency will be added to the Board Agenda.

## **Section 6. Presence at Board Meetings**

The Association has the right to have a representative at all Board meetings. The District may allow the Association an opportunity to present and/or discuss issues with the Board in executive session if the Open Meeting Act allows such discussions. This article does not abridge or modify any individual rights of citizenship.

## **Section 7. Representative Freedom to Fulfill Association Responsibilities**

No Association representative shall in any way be reprimanded for attending to Association business as long as it does not interfere with their normal teaching duties.

## **Section 8. Association Leave**

The Association officers, chairpersons, building representatives, Special Assembly Representatives or Delegates (Rep. Assembly, Legislative Reps. or delegates), negotiating team members, as well as any significant others, such as committee members approved by majority vote of the Association, will be allowed up to a cumulative total of thirty (30) days of absence each year for professional meeting and business of the National, State, and Local Education Associations. Within the 30 days the DEA President may have up to one day per month of release time to conduct association business. The Association will give five (5) days advance notice whenever possible to the District pending absence. As long as substitutes are available, up to (6) persons may be gone at one time. The Association will reimburse the District at the substitute certificated employee pay rate for substitutes hired to cover such absences.

## **Section 9. Representatives' Right to Meet with Administration**

Association representatives shall have the right to meet with the Superintendent and principals, if applicable, at least once a month or when a problem arises, during the school year to review and discuss current school problems, practices, policies, and the administration of this Agreement. The District and Association shall periodically provide joint communications to employees and administrators on topics that educate employees on the expectations and rights in this Agreement.

## **Section 10. Access to New Employees**

The District will provide the Association reasonable access to new employees of the bargaining unit for the purposes of presenting information about their exclusive bargaining representative to the new employee. The presentation may occur during a new employee orientation provided by the District, or at another time mutually agreed to by the District and Association. No employee may be mandated to attend the meetings or presentations by the Association. "Reasonable access" for the purposes of this section means: (a) The access to the new employee occurs within ninety days of the employee's start date within the bargaining unit; (b) The access is for no less than thirty minutes; and (c) The access occurs during the new employee's regular work hours at the employee's regular worksite, or at a location mutually agreed to by the District and Association.

# **ARTICLE IV - FAIR EMPLOYMENT PRACTICES**

## **Section 1. Right to Join Association**

The District hereby agrees that every certificated employee as herein defined shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising government power under color of law of the State of Washington the District undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any certificated employee in the enjoyment or any rights conferred by the Act or other laws of Washington or the Constitutions of Washington and the United States; that it will not discriminate against any certificated employee with respect to hour, wages, or any terms or conditions of employment by reason of their membership in the Association. Their participation in any activities of the Association

or collective negotiations with the Board, of their institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

## **Section 2. Employee Rights Provided by State Law**

Nothing contained within this Agreement shall be construed to deny or restrict the District or any certificated employee rights they may have under the Revised Code of Washington, Chapter 28.A, or other applicable laws and regulations. The rights granted the District or certificated personnel hereunder shall be deemed to be in addition to those provided elsewhere.

## **Section 3. Personal and Private Lives of Employees**

The certificated personnel shall be entitled to full rights of citizenship and no religious or political activities of any certificated employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such certificated personnel. The private and personal life of any certificated employee is not within the appropriate concern or attention of the Board, as long as the private and personal life does not interfere with the performance of the duties of the certificated employee.

## **Section 4. Equal Treatment for All Employees**

The provisions of this Agreement shall be applied without regard to domicile, race, creed, religion, color, national origin, age, sex, marital status or presence of any sensory, mental or physical handicap except as required in accordance with this Agreement or as otherwise provided by law.

## **Section 5. Equal Access to Association Membership**

Membership in the Association shall not be denied to any certificated employee because of domicile, race, creed, religion, color, national origin, age, sex, marital status or the presence of any sensor, mental, or physical handicap.

## **Section 6. Right to Due Process:**

- A. No employee shall be disciplined, discharged, non-renewed, or deprived of professional advantage without just cause. The specific grounds forming the basis for any of the above actions will be made available to the employee and Association in writing. Discipline shall be progressive and any action taken against an employee shall be appropriate to the behavior, which precipitates said action. Any such discipline, including adverse evaluation of certificated personnel performance shall be subject to the grievance procedure hereinafter set forth, except as limited therein.
- B. An employee shall be entitled to and be informed of his/her right to have representation of the Association prior to any disciplinary action excluding supervisory criticism or suggestions for improvement or oral warnings verbal/reprimands, which independently do not form a basis for formal action. When a request for such representation is made, no action shall be taken with respect to the employee until such representation of the Association is present.

- C. Any complaint or charge of misconduct made against an employee by any parent, student, or other person will be promptly called to the attention of the certificated employee.
- D. When charges of misconduct are made against an employee by any parent, student, or other person which results in an investigation, the principal will give notice of the allegations to the employee within fifteen (15) working days of commencement of the investigation.

Any investigation will include an opportunity for the employee to respond to all allegations lodged against him/her.

When investigating such charges, the investigation materials and results will be maintained in the District files, except in those instances when the employee is disciplined as a result of the investigation, then the letter of discipline will be placed in the personnel file. The employee will also be given written notice of the results of the investigation within fifteen (15) working days of completion of the investigation.

## **ARTICLE V - PAYROLL DEDUCTIONS**

### **Section 1. Schedule of Membership Deductions**

On or before August 25th of each school year, the Association will inform the District of the amount of dues. Each certificated employee must inform the District of any changes from year to year. The total for these deductions shall not be subject to change during the school year. The deductions authorized above shall be made in twelve equal amounts from each paycheck beginning the pay period in September through the pay period in August of each year.

Certificated employees who commence employment after September or terminate employment before the completion of their contract shall have their deduction prorated at one twelfth of the total annual amount for each month the certificated employee is employed.

The District agrees promptly to remit directly to the Washington Education Association all monies so deducted, accompanied by a list of certificated employees for whom the deduction has been made.

### **Section 2. Membership Deductions**

Certificated employees may sign and deliver to the District office a dues enrollment form or agency fee form which shall authorize deduction of membership dues and/or agency fee assessments of the Association. Such authorization shall continue in effect from year to year unless a declaration of withdrawal is submitted to the District office and Association, signed by the certificated employee, and received between August 1st and August 30th, preceding the designated school year for which objection is to take effect. The Association agrees to defend and indemnify the District for any claims or liability arising from the implementation of this Section.

### **Section 3. Other Deductions**

The District shall upon receipt of authorization from a certificated employee, deduct from said employee's salary and make appropriate and prompt remittance for medical plans, tax-sheltered

annuities, salary insurance, Credit Unions, all as mutually approved by the Association and the District, and other plans or programs approved by the District or as required by law.

## **ARTICLE VI - GRIEVANCE PROCEDURE**

### **Section 1. Definition of Grievant**

A "Grievant" shall mean a certificated employee or group of certificated employees or the Association filing the grievance.

### **Section 2. Definition of Grievance**

A grievance is an alleged misinterpretation of, misapplication of, or violation of the terms and/or provisions of this Agreement.

### **Section 3. Definition of Days**

"Days" shall mean working days.

### **Section 4. Professional Rights and Responsibility Committee**

The Association will form a Professional Rights and Responsibility Committee. One member of this committee shall be present at all meetings, hearings, appeals, and other proceedings, which may affect the grievant, unless the grievant formally (in writing) requests otherwise.

### **Section 5. Individual Grievances**

Individual rights shall not be limited by the Association. A grievant may speak on his own behalf. Individual certificated personnel having a complaint shall take care of that complaint through proper administrative channels. The agreement or complaint must be consistent with the grievance procedure.

### **Section 6. Right to Representation during Grievance Process**

A grievant may be represented at all stages of the grievance procedure by him/herself and/or an association representative.

### **Section 7. Paperwork Regarding Grievances**

A grievance form mutually agreed upon will be used in all grievance procedures.

### **Section 8. Procedure for Processing Grievances**

#### **A. Immediate Supervisor - Level I**

The grievant and the Association representative or the Association may orally present a grievance to the immediate supervisor. If the grievance is not settled orally, a written statement of grievance shall be presented to the immediate supervisor within twenty (20) working days

after the occurrence of the grievance or within twenty (20) working days from the time the grievant or the Association should have reasonably become aware of the occurrence of the events giving rise to the grievance, whichever is later.

The "Statement of Grievance" shall name the grievant(s) involved, the specific facts giving rise to the grievance, the specific provision(s) of the Agreement alleged to be violated, and the remedy (specific relief) requested.

The immediate supervisor, upon receipt of the written grievance, shall sign and date the grievance form and shall give a copy of the grievance form to the grievant(s), Association representative and the Superintendent. The immediate supervisor shall answer the grievance in writing. The immediate supervisor's answer shall include the specific reasons upon which the decision was based, within five (5) working days of receiving the grievance and shall concurrently send a copy of the grievance, his/her decision and all supportive evidence to the grievant(s), association representative and the Superintendent.

**B. Superintendent - Level II**

If no satisfactory settlement is reached at Step I, the grievance may be appealed to Step II, Superintendent or designated representative, within eight (8) working days of receipt of the decision rendered in Step I.

The Superintendent or designated representative shall arrange for a grievance meeting with the grievant(s) and/or Association representative and such meeting shall be scheduled within eight (8) working days of the receipt of the Step II Appeal. The purpose of this meeting shall be to affect a resolution of the grievance.

The Superintendent or designated representative shall provide a written decision, incorporating the specific reasons upon which the decision was based to the grievant(s), association representative, and immediate supervisor within five (5) working days from the conclusion of the meeting.

**C. Board - Level III**

If the grievant is not satisfied with the proceedings in Level II, or if no decision has been given within eight days of the filed grievance, or within five days after the Superintendent's decision, a grievant may file grievance directly to the Board. Within thirty days of such filed grievance the Board will deliver its decision.

**D. Mediation/Arbitration**

The Employer and the Association may mutually agree to bypass the Board (level III) and to utilize instead the mediation/arbitration process in accordance with the rules stated in Appendix C attached.

E. Arbitration

If no satisfactory settlement is reached at Step III, the Association within fifteen (15) working days of the receipt of the Step III decision may appeal the final decision of the Employer to the American Arbitration Association for arbitration under the voluntary rules. Any grievance arising out of a violation of this Agreement may be submitted to arbitration unless specifically and expressly excluded within this Article.

The Arbitrator shall hold a hearing within twenty (20) working days of his appointment. Ten (10) working days notice shall be given to both parties of the time and place of the hearing. The arbitrator will issue his decision within twenty (20) days from the date final written briefs have been submitted or if revised by both parties, twenty (20) days after the completion of the hearing.

The Arbitrator's decision will be in writing and will set forth his/her finding of fact, reasoning, and conclusions on the issues submitted to his/her. The decision of the Arbitrator shall be final and binding upon the Employer, the Association and the grievant(s).

**Section 9. Jurisdiction of Arbitrator**

The arbitrator shall be without power or authority to add to, subtract from, or alter, any of the terms of this Agreement, or to make any decision which requires the commission of an act prohibited by law.

The arbitrator shall have no power or authority to rule on any of the following:

- (1) The termination of services of or failure to re-employ any provisional employee.
- (2) The termination of services or failure to re-employ any employee to a position on the supplemental salary schedule.
- (3) The evaluation judgments of District administrators, provided that procedures under Article IX, Evaluation, shall be subject to the decision of an arbitrator.
- (4) Any matter involving employee discharge, non-renewal, adverse effect or reduction in force unless the employee chooses arbitration rather than a statutory hearing.

**Section 10. Time Limits**

Time limits provided in this procedure may be extended by mutual agreement when signed by the parties.

Failure on the part of the Employer at any step of this procedure to communicate the decision on a grievance within the specific time limit shall permit the Association to lodge an appeal at the next step of this procedure.

Any grievance not advanced by the grievant from one step to the next within the time limits of that step shall be deemed resolved by the Employee's answer to the previous step.

### **Section 11. Accelerated Grievance Filing**

In order to expedite grievance adjudication, the parties agree that any Association grievances or class action grievances involving more than one building will be lodged at Step II of this procedure.

### **Section 12. Costs**

The fees and expenses of the arbitrator shall be shared equally by the parties. All other expenses shall be borne by the party incurring them.

### **Section 13. Reprisals**

The Board or Administration will take no reprisals of any kind against the certificated employee or group of certificated employees because of participation in the grievance procedure.

### **Section 14. Release Time**

Should the investigation or processing of the grievance require that certificated employee or an Association representative be released from his regular assignment, he shall be released without loss of pay or benefits if the certificated employee or Association member has prior approval of the Superintendent or the Board.

## **PART 2 - GENERAL CONDITIONS**

### **ARTICLE VII - WORKING PERIODS AND CERTAIN CONDITIONS**

#### **Section 1. Work Day**

Certificated personnel shall begin their work day at least thirty (30) minutes before the student school day begins and shall continue at least thirty (30) minutes after the student school day ends. The total length of the workday is seven and one-half hours.

#### **Section 2. Contact Time with Students**

The normal daily contact time shall not exceed six (6) hours. The above does not include lunch period and any period of time before or after the student day. Contact time is defined as time spent teaching and supervising student activities.

#### **Section 3. Travel Time**

Certificated employees who are required in the course of their employment to travel between buildings shall be scheduled to provide sufficient time for such travel.



#### **Section 4. Duty Free Lunch**

All certificated employees shall have a duty-free lunch period of not less than thirty (30) continuous minutes.

#### **Section 5. Class Coverage**

In the event that a certificated employee substitutes for an employee who is absent the certificated employee will receive extra duty pay for that period of time. The District will always first seek volunteers before assigning someone to substitute during prep time. Each building leadership team will develop a plan for situations in which there are no volunteers. Documentation for payment for class coverage shall be initiated by the District.

#### **Section 6. Driving with Students**

Certificated employees shall not be required to drive students to activities, which take place away from the school building. They may do so voluntarily only with advance approval of their Principal or immediate supervisor. They shall be reimbursed at the IRS rate for driving their own automobile.

#### **Section 7. Non-Teaching Duties**

Every effort shall be made to relieve certificated employees of non-teaching duties such as supervision of cafeteria, playgrounds, by the use of classified employees.

#### **Section 8. Utilization of Prep Time**

Planning, preparation or conference time (or period) shall be duty time and staff members are expected to utilize this time for lesson preparation, student, staff, or parent conferences. Such time shall be provided equitably on a FTE basis. At the middle school, this shall average a period per day, and at the elementary schools shall average at least 35 minutes per day or 175 minutes per week.

#### **Section 9. Leaving School Premises**

Certificated employees may leave the school premises during the workday only with the expressed prior approval of their principal, unless otherwise provided in this Agreement. This provision shall not apply to the duty free lunch period or when an emergency prevents compliance.

#### **Section 10. Availability of Lesson Plans**

Certificated employees shall have readily available at the building, lesson plans setting forth material to be covered. Such lesson plans shall be available at all times for the substitute.

#### **Section 11. Attendance at Staff Meetings**

Certificated employees shall attend all staff meetings.

## **Section 12. ACE Responsibilities**

- A. Except for weeks with another shortened student day (e.g., Thanksgiving week), the student day on one student day each week throughout the school year shall be two hours shorter than the normal school day. This time within the normal employee work day shall be known as ACE time (Academic Collaboration Enhancement time).
- B. Eight (8) of these days shall be principal-directed. Buildings shall avoid scheduling such principal-directed days during grading or mid-term report weeks.
- C. ACE time that is not principal-directed or set aside by the building leadership team for parent conferencing and communication (see Section 15 below) shall be used by teachers for common planning time, collaboration to improve and integrate curriculum, teaming to address individual student needs, mentoring of new teachers, and classroom/curriculum planning. Employees have discretion to determine the use of ACE time that is not principal-directed or set aside by the building leadership team for parent conferencing and communication, provided that employees have a professional responsibility to participate and contribute as a member of grade level or curricular teams in the meetings determined by the grade level or curricular teams. A building leadership team may suggest an orderly schedule for team meetings although the teams have discretion to meet or reschedule their meetings to meet the timely needs of the team, the building or students.

## **Section 13. Assignment of Non-Teaching Duties (including Nurses and Counselors)**

- A. Certificated employees shall accept reasonable and equitable distributed non-teaching duties when assigned, when the District deems such duties necessary for the proper functions of the school, unless otherwise provided in this Agreement. Non-teaching duties may be assigned by the building principal.
- B. No later than October 1 each year, and at any time the counselors or nurses believe their assigned responsibilities or workload have increased beyond reasonable limits, the employee shall meet with their immediate supervisor to review workload, reprioritize assignments, and/or modify schedules. Work that supports individual student success shall be prioritized.

## **Section 14. Inclement Weather/Emergencies and the School Schedule**

When there is a change in the school opening schedule or cancellation for inclement weather or other emergencies, certificated employees are to be notified either by phone or other electronic means by 6:00 a.m. In the event the late start is changed to a closure, staff will be notified by 8:00 a.m. If certificated employees are not notified by the aforementioned time and arrive at school, they will be paid for 3 hours of extra-duty pay not to exceed \$120. Employees who cannot report for work because of inclement weather shall notify the District as early as possible. Such notice shall not however, excuse the absence.

## **Section 15. Conferences, Communication and Semester Collaboration**

Each building leadership team shall design a model for parent conference and communication using ACE days and other opportunities, such as teacher-release time, evening compensated time, or evening time traded with ACE time. For elementary schools, four (4) ACE days in October or November and seven (7) others distributed as no more than one (1) per month shall be dedicated for conferencing and communication with parents (with no other meetings scheduled on such days). Elementary schools also may use up to two (2) non-student days provided through a waiver from the state. The middle school may use two (2) non-student days provided through a waiver from the state.

## **Section 16. Substitutes**

When available, substitutes will be provided for certificated employees and for certificated specialists in music, physical education, art, and remediation.

## **Section 17. Length of Contract Year**

Each employee shall be given a base contract with 184 workdays (180 student school days and 4 professional learning days). The four (4) professional learning days shall be scheduled as three (3) days in the week prior to the first student day and one (1) day in October, unless mutually agreed by the District and Association for different days, planned and scheduled by the Curriculum Instruction Assessment (CIA) team and the building leadership teams. Employees with unique assignments or circumstances may, with supervisor approval, trade one or more of the scheduled professional learning days for more meaningful and relevant alternative professional development opportunities on other non-contract days. Part-time employees shall be given a supplemental contract at the employee's per diem rate to attend full-time on the professional learning days identified in this paragraph.

## **Section 18. Elementary Specialist Schedules**

Each elementary building staff shall include an elementary specialist in any discussion regarding the creation or modification of master schedules at elementary buildings to ensure adequate transition and break times between sections.

# **ARTICLE VIII - ACADEMIC FREEDOM**

## **Section 1. Academic Freedoms and Responsibilities**

Academic freedom shall be guaranteed to all employees while they are in compliance with Washington Administration Codes and District Rules, Regulation and Policies covering curriculum selection and presentation and this includes a commitment to democratic tradition, a concern for the welfare, growth and development of children, and an insistence upon objective scholarship.

## **Section 2. Curriculum Adoption and Development**

Certificated employees shall be deemed competent to assist in defining the curriculum in conformity with the policies and rules and regulation of the District especially those certificated employees

involved in the Instructional Materials Committee and in textbook and instruction material selection recommendations and in accordance with the laws of the State of Washington and the regulations of the State Superintendent of Public Instruction.

## **ARTICLE IX - EVALUATION**

Sections 1-12 and 17 shall apply to classroom teachers, defined as a certificated employee who provides academically focused instruction to students and holds one or more of the teacher certificates. Bargaining unit members who do not meet this definition will remain under the previous evaluation system in place in Article IX, Sections 13-17 below.

### **Section 1. Introduction**

The purpose of the evaluation procedures set forth herein shall be to improve the educational program by improving the quality of instruction. The evaluation process shall recognize strengths, identify areas needing improvement, and provide support for professional growth. The evaluation system will encourage respect in the evaluation process by the persons conducting the evaluations and the persons subject to the evaluation by recognizing the importance of objective standards and minimizing subjectivity. Within the instructional framework teachers will be expected to exercise their professional judgment and will be evaluated on their own practice, skills, and knowledge.

### **Section 2. Evaluation Cycle**

- A. All classroom teachers shall receive a comprehensive summative evaluation at least once every six years. Classroom teachers who are provisional employees, and any classroom teacher who received a summative evaluation performance rating of Unsatisfactory (level 1) or Basic (level 2) in the previous school year must also receive a comprehensive summative evaluation.
- B. In the years when a comprehensive summative evaluation is not required, classroom teachers who received a comprehensive summative evaluation performance rating of Proficient (level 3) or above in the previous school year are required to complete a focused evaluation.
- C. A teacher will be transferred from a focused evaluation to a comprehensive summative evaluation at the request of the teacher, or at the direction of the teacher's evaluator. The request of the teacher must be received in writing prior to December 15. The direction of the evaluator must be communicated in writing prior to December 15 along with a conversation that identifies specific areas of professional growth.

### **Section 3. Evaluators and Observers**

- A. No administrator, principal, or other supervisory personnel may evaluate a teacher without having received training in District evaluation procedures. Before evaluating classroom teachers using the evaluation systems required under RCW 28A.405.100, principals and administrators must engage in professional development designed to implement the

evaluation system used in the District to maximize rater agreement. The District shall have a plan to develop and sustain rater agreement.

- B. Teachers assigned to more than one school shall be informed which supervising administrator shall be their assigned evaluator at the beginning of the school year (or at the start of the assignment if employed mid-year).

#### **Section 4. State Criteria, Framework, and Scoring**

- A. The state evaluation criteria are:

1. Centering instruction on high expectations for student achievement;
2. Demonstrating effective teaching practices;
3. Recognizing individual student learning needs and developing strategies to address those needs;
4. Providing clear and intentional focus on subject matter content and curriculum;
5. Fostering and managing a safe, positive learning environment;
6. Using multiple data elements to modify instruction and improve student learning;
7. Communicating and collaborating with parents and the school community; and
8. Exhibiting collaborative and collegial practices focused on improving instructional practices and student learning.

- B. Instructional Framework

The parties have agreed to use the adopted evidence-based instructional framework developed by Charlotte Danielson and approved by OSPI. The evaluation framework identifying the components of the Danielson framework within the state criteria shall be communicated to employees at the beginning of the school year.

- C. Criterion Performance Scoring

Each criterion shall be rated based on the components in that criterion using a preponderance of the evidence collected throughout the year. If the evaluator and the employee disagree regarding the rating, the parties shall have a discussion and opportunity to submit additional evidence.

- D. Evidence and Artifacts

1. Both the teacher and the evaluator will contribute to evidence collection necessary to complete this evaluation.

2. Student and parent perception data shall not be solicited by the evaluator for inclusion as evidence in the evaluation.
3. The teacher may provide additional evidence to aid in the assessment of the teacher's professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom. The evidence provided by the teacher may be discussed during the post-observation conference, and be used to determine the final evaluation score.
4. Evaluations shall be based solely on the work performance of each employee. As appropriate, the evaluation of the certificated classroom teacher may include the observation of duties that occur outside the classroom setting.
5. Evaluators shall not include evidence of content knowledge and pedagogy from classes or subjects outside the employee's certification and endorsements.
6. All observations shall be conducted openly. No video or audio recordings shall be made of a formal or informal observation without the prior knowledge and written consent of the teacher.
7. Evidence used in developing a summative score shall be from the time period covered by the evaluation.
8. The final summative score, including the student growth score, must be determined by an analysis of evidence. This analysis will be based on a holistic assessment of the teacher's performance over the course of the year.

## **Section 5. Definitions**

- A. Criteria shall mean one of the eight (8) state defined categories to be scored.
- B. Component shall mean the sub-section of each criterion.
- C. Evidence shall mean representative examples, artifacts or observable practices of the teacher's ability and skill in relation to the instructional framework rubric gathered from the normal course of employment.
- D. Artifacts are a type of evidence and shall mean any products generated, developed or used by a certificated teacher.

## **Section 6. Comprehensive Evaluation**

- A. General Definition

A Comprehensive Evaluation must be completed at least once every four (4) years. A comprehensive summative evaluation assesses all eight evaluation criteria and all criteria

contribute to the comprehensive summative evaluation performance rating. Dates below are suggested targets for the process but may be adjusted by mutual agreement of the teacher and evaluator. If there are significant performance concerns, the target dates should be advanced to allow more time for growth.

B. Teacher Self-Assessment (by October 15)

The teacher will complete a Self-Assessment form by October 15. No teacher will be required to share the Self-Assessment form with his/her evaluator.

C. Goal Setting (by November 15)

At the beginning of the year, the teacher and evaluator shall discuss student growth measures and student growth goals to be used for the year. This conference will also include discussion of annual professional goals. The teacher shall determine a student growth goal for Components SG-3.1, SG-6.1 and SG-8.1 on a Goal Setting form. The teacher and evaluator are encouraged to discuss ways to embed these goals together as much as possible. The student growth goals may be adjusted when appropriate.

D. Observations (first formal no later than February 1)

1. Each teacher shall be observed in the course of professional performance (including duties outside of classroom instruction) at least two times for a minimum annual total of 60 minutes. Within the 60 minutes required above, employees in their first year in the District shall be observed at least once for a minimum total of 30 minutes during the first 90 calendar days of employment. Teachers in their third year of provisional status shall be observed at least three times for a minimum annual total of 90 minutes. At least one of the observations shall be at least 30 minutes in length, and arranged in advance with the teacher with a pre-conference and post-conference meeting (see D.2).
2. Each formal observation shall be pre-scheduled with the teacher and shall be accompanied by timely pre-observation and post-observation conferences. In most cases, the pre- and post-observation conferences should occur within a week of the observation unless there are extenuating circumstances discussed by the teacher and evaluator and rescheduled to a specific date. The purpose of the pre-observation conference is to discuss such matters as the professional activities to be observed, their content, objectives, strategies, and possible observable evidence to meet the scoring criteria. The purpose of the post-observation conference is to review the evaluator's and teacher's evidence related to the scoring criteria during the observation, and to discuss the teacher's performance. If there is an area of concern, the evaluator shall identify specific concerns for the applicable criteria in writing.
3. The evaluator may conduct additional informal, unscheduled observations above and beyond these formal observations, with or without pre- and post-observation conferences. Any significant concerns of the evaluator shall be communicated in

writing to the employee in a timely manner (usually within a week unless there are extenuating circumstances).

4. The teacher shall be given the opportunity to attach written comments to the record of the observation.

E. Preliminary Summative Evaluation (no later than March 1)

A preliminary summative performance rating based on evidence gathered so far shall be shared with the teacher no later than March 1. Additional professional conversations regarding this information shall be held at the request of the teacher.

F. Summative Performance Meeting and Rating (at least one week prior to the last day of school)

The teacher and evaluator shall meet and the teacher shall receive a summative performance rating for each of the eight (8) state evaluation criteria at least one week prior to the last day of school. If there is a dispute between the evaluator and the employee regarding the rating, the employee shall have an opportunity to submit additional evidence within three days of the final summative conference. The final decision is the responsibility of the evaluator. The overall summative score is determined by totaling the eight (8) criterion-level scores as follows:

1. 8-14 — Unsatisfactory
2. 15-21 — Basic
3. 22-28 — Proficient
4. 29-32 — Distinguished

G. Teachers new to the District shall receive a paid half-day orientation in the TPEP comprehensive evaluation model prior to the first day of school. Teachers new to the profession shall additionally receive up to 10 hours for meeting with the District TPEP facilitator and/or completing the requirements of the evaluation model (e.g., gathering evidence, drafting student growth goals, reviewing student progress). In subsequent years, employees may continue to access the support of the District TPEP facilitator on an as-requested basis.

## **Section 7. Focused Evaluation Option**

A. General Definition

A teacher who is not required or has not chosen to receive a comprehensive evaluation will be on a focused evaluation. Dates below are suggested targets for the process but may be adjusted by mutual agreement of the teacher and evaluator. If there are significant performance concerns, the target dates should be advanced to allow more time for growth.



B. Teacher Self-Assessment (by October 15)

The teacher will complete a Self-Assessment form by October 15. No teacher will be required to share the Self-Assessment form with his/her evaluator.

C. Planning Conference (by November 15)

Teachers and evaluators are encouraged to address areas that would benefit from additional attention during the Focused evaluation process. By November 15 the evaluator and teacher shall meet to discuss the criterion to be evaluated, the professional growth activity linked to the selected criterion and the student growth goals proposed by the employee, subject to final approval by the evaluator. The meeting may occur prior to the conclusion of the previous school year. If the employee chooses criterion 1, 2, 4, 5, or 7, they must also complete the student growth components in criterion 3 or 6. A group of teachers may, but may not be required to, focus on the same evaluation criteria, student growth goals and/or professional growth activities.

D. Observations (the first no later than February 1)

Teachers on a focused evaluation shall be observed for a minimum of not less than 60 total minutes (in any increments), and not less than twice, in their professional performance (including duties outside of classroom instruction), as specified in WAC 392-191A-110. Any significant concerns of the evaluator shall be communicated in writing to the employee in a timely manner.

E. Summative Performance Meeting and Rating (at least one week prior to the last day of school)

The teacher and evaluator shall meet and the teacher shall receive a summative performance rating at least one week prior to the last day of school. The summative performance rating for the teacher on a focused evaluation shall be the summative score from the most recent comprehensive evaluation. This score becomes the focused summative evaluation score for any of the subsequent years following the comprehensive summative evaluation in which the certificated classroom teacher is placed on a focused evaluation. Should a teacher provide evidence of exemplary practice on the chosen focused criterion, a level 4 (Distinguished) score may be awarded by the evaluator.

## **Section 8. Student Growth Criterion Score**

A. Embedded in the instructional framework are five (5) components designated as student growth components. These components are embedded in criteria as SG 3.1, SG 3.2, SG 6.1, SG 6.2, and SG 8.1. For a comprehensive evaluation, evaluators add up the raw score on these components and the employee is given a score of low, average or high based on the scores below:

1. 5-12 — Low

2. 13-17 — Average
  3. 18-20 — High
- B. Student growth data will be taken from multiple sources, and must be appropriate and relevant to the teacher's assignment. Student achievement data that does not measure growth between two points in time shall not be used to calculate a teacher's student growth criterion score.
  - C. A teacher who receives a Distinguished (level 4) preliminary summative score and a Low student growth score will receive an overall Proficient (level 3) rating.
  - D. If a teacher receives a Low student growth score, the teacher and evaluator will mutually agree to engage in one of the student growth inquiries required by law.
  - E. The evaluations of certificated classroom teachers with a preliminary rating of Unsatisfactory (level 1) and High student growth will be reviewed by the evaluator's supervisor.

### **Section 9. Final Summative Evaluation Conference**

- A. The evaluator and teacher shall meet to discuss the teacher's final summative score.
- B. Each teacher shall sign and date the observation and evaluation forms to indicate receipt, not agreement. The teacher may attach any written comments to any observations and to the final annual evaluation report.
- C. If the teacher does not agree with a final summative rating of Basic or Unsatisfactory, the teacher may request that the Association and District designate representatives to meet with the employee and principal to review the evidence and scoring that led to the evaluator's rating.

### **Section 10. Support for Basic**

- A. A professional growth plan shall be offered within thirty (30) working days to any continuing contract employee with five or more years of experience who receives a final summative Basic rating on either a focused or comprehensive evaluation. The professional growth plan shall be proposed initially by the evaluator and then presented to the employee and his or her representatives for input, feedback and suggestions for improvement. The employee retains the authority to decline the final plan proposed by the evaluator.
- B. The professional growth plan shall identify specific evaluative criteria that are the concern, benchmarks defining desired performance under the evaluation framework, and assistance and services that the District shall provide to assist the employee in improving their performance. The assistance offered shall include a mentor that provides observation and feedback through reflective conversations with the employee, and opportunities for guided

observation of colleagues' instruction. The evaluator may include additional supports in the plan such as peer coaching, reading material, and District or ESD staff development courses. The parties also shall have a discussion about the student composition of the class and future classes, number of class preparations, and number of assigned schools (if more than one) to ensure that each teacher has a reasonable opportunity to be successful.

### **Section 11. Not Satisfactory**

Employees who are evaluated not satisfactory shall be placed on probation. Not satisfactory shall mean (a) Level 1 (Unsatisfactory) for all teachers; or (b) Level 2 (Basic) if the classroom teacher is on a continuing contract with more than five years of teaching experience and if the level 2 has been received two years in a row or two years within a consecutive three year period. Probation shall be administered in accordance with Article IX, Section 13 of the current collective bargaining agreement as now or hereafter amended.

### **Section 12. Non-Continuing Employees**

Non-continuing classroom teachers replacing an employee for an entire year shall be evaluated using the Comprehensive evaluation by their building supervisor in accordance with this Article. Nothing herein shall imply an obligation by the District to employ a non-continuing contract employee beyond the duration of their contract.

### **Section 13. General (Non-Classroom Teachers)**

- A. Evaluation Models. Employees new to the District shall be evaluated using the Long Form evaluation model (described in Section 14). After an employee has at least four (4) years of satisfactory evaluations in the District, the employee and the evaluator may mutually agree to use the Short Form evaluation model (described in Section 15) or the Professional Growth model (described in Section 16). Each employee, however, shall be evaluated with the Long Form evaluation model at least once every four (4) years.
- B. Conferences. Each employee shall have the opportunity for a minimum of two (2) confidential conferences during each school year with his or her evaluator. The purpose of the first conference will be to develop mutually-agreed professional goals. Prior to May 15, the employee and evaluator shall meet again to review the evaluation as documented on the appropriate evaluation form. A copy of the completed evaluation form shall be signed by the evaluator and employee at this conference to indicate that the form has been received and that the conference has occurred. A signature does not indicate agreement with the content of the evaluation. Within five (5) days following this conference, the employee may submit signed comments that shall be attached to the evaluation report in the employee's personnel file.
- C. Optional Forms. Additional forms have been developed (Appendices H and I) and may be used at the discretion of the employee to pursue professional growth.

#### **Section 14. Long Form Evaluation Model**

Employees on the Long Form evaluation model shall be evaluated in accordance with the following procedures:

- A. Forms. The evaluator shall use the evaluation forms (Appendices A or B) and the performance indicator rubrics (Appendices C or D) attached to this Agreement and appropriate to the employee's position (Classroom Teacher or Educational Staff Associate).
- B. Observations. The employee shall be observed for the purpose of evaluation at least twice in the performance of his or her assigned duties. At least one (1) observation shall be a minimum of thirty (30) minutes. An employee new to the District shall be observed at least once for a minimum of thirty (30) minutes during the first ninety (90) calendar days of his or her employment. Total observation time for each employee for each school year shall not be less than sixty (60) minutes. Teachers in their third year of provisional status shall be observed at least three times for a minimum annual total of 90 minutes.
- C. Observation Reports. Following each observation of thirty (30) minutes or more, the evaluator shall promptly document the results in writing within three (3) days, and shall provide the employee with a copy within three (3) days after such documentation is prepared.

#### **Section 15. Short Form Evaluation Model**

Employees on the Short Form evaluation model shall be evaluated in accordance with the following procedures:

- A. Forms. The evaluator shall use the evaluation forms (Appendices E or F) attached to this Agreement and appropriate to the employee's position (Classroom Teacher or Educational Staff Associate).
- B. Observations and Documentation. The Short-Form evaluation shall include either a thirty (30) minute observation during the school year with a written summary or a final annual evaluation based on at least two (2) observation periods during the school year totaling at least sixty (60) minutes without a written summary of such observations being prepared.

#### **Section 16. Professional Growth Evaluation Model**

Employees on the Professional Growth evaluation model shall be evaluated in accordance with the following procedures:

- A. Procedures and Forms. The procedures for this Professional Growth Option are contained in the Professional Growth resource manual. The evaluator shall use the evaluation form (Appendix G) attached to this Agreement to verify the completion of a planning worksheet and progress toward goal attainment.

- B. Records. Materials, records and/or portfolios expressly developed as a result of an employee's participation in the Professional Growth Option shall be the property of the employee and shall not be retained in the employee's personnel file or used by the District in its formal evaluation criteria. Only the PGO verification form (Appendix G) shall be included as part of the employee's personnel file.

### **Section 17. Probation**

- A. At any time after October 15<sup>th</sup>, an employee whose work is judged not satisfactory based on district evaluation criteria shall be notified in writing of the specific areas of deficiencies along with a reasonable program for improvement. A probationary period of at least sixty (60) school days shall be established. The notice shall be signed by the Superintendent.
- B. During the probationary period the evaluator shall meet with the employee at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the employee. The evaluator may authorize one additional certificated employee to evaluate the probationer and to aid the employee in improving his or her areas of deficiency. If the evaluator does not authorize an additional person, the ESD shall provide one at the request of the employee. If a procedural error occurs in the implementation of a program for improvement, the error does not invalidate the probationer's plan for improvement or evaluation activities unless the error materially affects the effectiveness of the plan or the ability to evaluate the probationer's performance.
- C. During the period of probation, the employee may not be transferred from the supervision of the original evaluator.
- D. The probationer may be removed from probation if he or she has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in his or her notice of deficiency and improvement program. Lack of necessary improvement during the established probationary period, as specifically documented in writing with notice to the probationer, shall constitute grounds for a finding of probable cause for non-renewal of the employee's contract in accordance with state law. A classroom teacher must be removed from probation if he or she has demonstrated improvement that results in a new comprehensive summative evaluation performance rating of Basic or above for an employee with five or fewer years of experience, or of Proficient or above for an employee with more than five years of experience.
- E. No evaluation other than the Long Form Evaluation Model described in Section 14 or the classroom teacher evaluation model described in Sections 1-11 above may be used as a basis for establishing a probationary period or for establishing probable cause for non-renewal of the employee's contract.
- F. The procedures relating to the probationary period shall not be applicable to employees with provisional contracts.

## **ARTICLE X - REDUCTION IN FORCE**

### **Section 1. Staff Retention**

- A. In the event that the Board determines that the assured financial resources of the District shall not be adequate to permit the District to maintain its programs and services substantially at the same levels for the following school year, it shall adopt a reduced plan of programs and services which take into consideration the guideline set forth in Section 2 of this agreement.
- B. In the event reductions in certificated staff become necessary, Section 3. shall be applied to identify those certificated staff members, if any who must be terminated from employment. All such terminations from employment shall be accomplished in accordance with the Laws of the State.

### **Section 2. Guidelines for Retention of Programs and Services**

- A. In determining the financial resources available, the District shall:
  - (1) Continue to solicit cooperation and funding from local, state and federal sources.
  - (2) Maintain cash reserves at a legal minimum.
  - (3) Review donation of funds. Any such donation, which is limited to the support of any specific position, will not be accepted if it circumvents seniority as applied under this article.
- B. If the educational program and services of the District must be reduced because of lack of financial resources, the following guidelines shall be taken into consideration in determining the program and services to be retained, reduced or eliminated:
  - (1) The student is the most important factor to consider, and the certificated employee has the most profound effect upon the student, therefore, the program to be retained shall attempt to minimize the consequence of staff and program reductions upon the students.
  - (2) Priority will be given to providing books and supplies used by students in fulfilling basic classroom objectives.
  - (3) When revenues are categorical and depend upon actual expenditures rather than budget amounts, every effort will be made to maintain these programs to the limit of this categorical support (e.g., Special Education, Federally Supported Programs, etc.)
  - (4) Student activity programs funded by the District will be eliminated.

### **Section 3. Certificated Staff Retention**

- A. In the event that is necessary to reduce the number of certificated employees for any reason identified in this agreement, those certificated employees who will be retained to implement the District's reduced or modified program and those certificated employees

who will be terminated from employment will be identified by using the procedures set forth in paragraphs below.

- B. The District will determine, as accurately as possible the total number of certificated staff known as of April 5th leaving the District for reasons of retirement, family transfer, normal resignation, leaves, discharge or non-renewal, etc., and those vacancies will be taken into consideration in determining the number of available certificated positions for the following school year with existing staff moving into any vacancy created.
- C. Certificated employees shall be considered for retention in available positions within the District by the following selective process:
  - (1) Total years of Washington State teaching experience.
  - (2) In the case of a tie, selection will be made on total year's experience in the District.
  - (3) In the case of a tie, total credits beyond a BA or higher degree held.
  - (4) In the case of a tie, seniority within the school District as determined by official Board action in employment.
  - (5) If a tie still exists, the determining factor will be the comprehensive summative evaluation performance rating from the employee's most recent comprehensive evaluation.
- D. Recommendations for certificated staff reductions developed in accordance with this policy shall be presented to the Board by April 10th (or such other date as may be subsequently established by law for certificated contract renewal) for further action by the Board in accordance with the requirements of the Laws of the State of Washington.

#### **Section 4. Employment Pool**

- A. All certificated employees who are non-renewed shall be placed in an employment pool for re-employment.
- B. Staff members will be re-employed as vacancies occur in accordance with the ranking under Section C in reverse order. When a vacancy occurs, notification from the school District to the appropriate individual will be by certified or registered mail. Such individual shall have ten (10) calendar days from receipt of the letter to accept re-employment.
- C. Staff members whose names are in the employment pool will be given, upon request, preferred consideration in the District's day to day employment of substitute certificated employees.
- D. The individual employee shall remain in the employment pool, provided that the employee shall have in writing, notified the Superintendent of his/her intent to remain in the pool by April 1 of each year.

- E. Appeals. Any staff member may, in writing, and within three (3) days of receipt of the list, file with the Superintendent his/her objections to the ranking order. He/she may request consideration for the modification of the ranking order. That individual must include in his/her request a full statement as to the facts on which he/she contends the list should be modified. If the Superintendent rejects the individual's request for modification of the list, he/she shall do so in writing, and provide the individual and the Association with copies thereof. The originals of the list, the request and the response shall then be given to the Board of Directors.
- F. No provision of this policy or finding made there under shall be construed as an abrogation of the rights of any certificated employee pursuant to any applicable law.
- G. All positions of substitute certificated employees shall be offered to certificated employees on recall.
- H. All benefits to which a certificated employee was entitled at the time of his/her layoff, including unused accumulated sick leave , will be restored to the certificated employee upon his or her return to active employment and the certificated employee will be placed on the proper step of the salary schedule for the certificated employee's current position according to the certificated employee's experience and education.

## **ARTICLE XI – INDIVIDUAL CONTRACTS**

### **Section 1. Resignation**

Certificated employees who plan to terminate their District employment at the close of the current school year should submit a letter of resignation to the Superintendent (via their principal) prior to March 1. (See Article XIV, Section 3).

### **Section 2. Issuance of Contracts**

Contracts shall be issued to all employees no later than May 15, or June 15 in years in which the legislature has not finished the budget by the end of its regular session, and due ten (10) business days after issuance. However, if negotiations for a successor collective bargaining agreement are not complete contracts will be issued, but both parties agree that any agreements arrived at through subsequent negotiation will be included in the contract as an addendum for the next school year. Contracts issued for the next school year should contain this rider if negotiations are not complete.

### **Section 3. Release from Contract**

Employees shall be released from a signed contract provided a letter of request for release is submitted to the Superintendent (via the principal) prior to July 1. After that date, an employee shall be released from the contract provided a satisfactory replacement is available.



## **ARTICLE XII - PERSONNEL FILES**

### **Section 1. Rights to View Personnel File**

Certificated employees or former certificated employees shall have the right to inspect in the presence of the Superintendent or principals all contents of their complete personnel file kept within the District as well as employment references leaving the District. Upon request, a copy of any documents contained therein shall be afforded the certificated employees at his expense. Anyone, at the certificated employee's request, may be present in this review.

### **Section 2. Files Kept by District**

A file containing transcripts of records and years of experience will be maintained by the District separate from the personnel file. The principal may maintain a separate file from the personnel file to help in evaluation of his staff. All files will be open to inspection by the certificated employee.

### **Section 3. Personnel Files and Derogatory Information**

Employees will be given copies or mailed copies of any derogatory materials placed in their personnel file.

### **Section 4. Employee's Knowledge of Derogatory Information**

No evaluation, correspondence, or other material making derogatory reference to a certificated employee's competence, character, or manner, shall be kept or placed in the personnel file without the certificated employee's knowledge and exclusive right to attach their own written comments.

### **Section 5. Verification of Contents in Personnel File**

Upon request by the certificated employee, the Superintendent or official designee shall sign an inventory sheet to verify contents of the personnel file at the time of inspection by said certificated employee.

## **ARTICLE XIII - CERTIFICATED EMPLOYEE PROTECTION**

### **Section 1. Legal and Financial Protection Responsibilities of the District**

The District agrees to save certificated employees harmless and defend from any financial loss, including reasonable attorney's fees for actions arising out of any claim, demand, suit, prosecution or judgment by reason of any act or failure to act by such certificated employee, within or without the school building, provided such employee, at the time of the act or omission complained of, was acting within the scope of their employment or under the direction of the Board.

### **Section 2. Assault of Employees**

Any case of assault upon a certificated employee shall be promptly reported to the Superintendent or principal. The Superintendent or principal, at the request of the certificated employee, will notify the Sheriff of Pierce County for action.

### **Section 3. Rights Regarding Duty Changes**

A certificated employee's duties will not be increased above those normally expected of a certificated employee without his/her permission. A request to the association must be made for said duty change if a certificated employee refuses to agree with the duty change.

### **Section 4. Work-Related Injury to Employees**

Whenever a certificated employee is absent from employment and unable to perform duties as a result of personal injury sustained in the course of employment, including travel to and from after-school activities and travel during school hours on school business, the certificated employee will be paid full salary for the period of absence as covered by workman's compensation.

### **Section 5. Reimbursement of Personal Property**

The District will take proper action to see that the certificated employee will be reimbursed for any loss, damage, or destruction of clothing or personal property of the certificated employees while on duty in the school or on the school premises as covered by our insurance.

### **Section 6. Rights Regarding Self Defense and Defense of Others**

A certificated employee may, at all times, use such force as necessary to protect himself, a fellow certificated employee or administrator, or a student from attack, physical abuse or injury. The Board agrees to indemnify certificated employees against any damages, fines, legal fees or other cost as a consequence of any act or omission authorized by a written statement of the Board and or administration or by the provisions of this paragraph.

### **Section 7. Classroom Observation**

- A. All visitors to a school and/or classroom shall obtain the approval of the building administrator and if the visit is to a classroom, the time will be arranged only after the building administrator has conferred with the certificated employee.
- B. The certificated employee shall have the opportunity to confer with the classroom observer before and/or after the observation.
- C. The determination of any observations shall be at the discretion of the building principal after conferring with the certificated employee involved.

## **ARTICLE XIV – CHANGES OF ASSIGNMENTS AND VACANCIES**

### **Section 1. Definitions of Assignment or Transfer**

An "assignment" is defined as the placement of an employee within one building in the P-5 program, specialty area, or middle school. A "transfer" is a placement of an employee outside the employee's current assignment or building. The move of a classroom (which does not involve a

change of evaluator) or an entire program from one building to another will not constitute a transfer or change of assignment.

## **Section 2. Assignments**

Assignments and changes of assignment may be made at any time by the employer to meet district, student program, and staffing needs. The Association recognizes that when openings occur during the school year, it may be difficult to fill them within the District without undue disruption to the existing instructional program.

## **Section 3. Notice of Placement**

Employees will inform the District of their plans for returning the following year by March 1. The District will inform employees of tentative placements and assignments for the following school year by March 31 of the current school year.

## **Section 4. Transfer**

If all student program needs, enrollment and other circumstances are substantially equal, the District shall select the employee(s) to be affected by a transfer in the following order:

- A. An employee who volunteers for a change of assignment; and
- B. An employee who has fewer total years of recognized service as a certificated employee as credited by the state for salary schedule purposes.

No employee will be involuntarily reassigned or transferred into an “integrated special/general education position” in which the teacher is expected to be both the general education teacher and special education case manager for the students in the class.

## **Section 5. Explanations/Compensation for Changes in Assignment**

- A. An employee shall receive a written explanation and/or a personal conference to discuss the rationale for a transfer or new placement, or the denial of a requested transfer or new placement upon request made to the building principal or program supervisor.
- B. Employees who are subject to a transfer shall receive two (2) days pay at \$40.00/hour to move between buildings. Employees who are subject to a change of room within a building (which is not requested by the employee) shall receive one (1) day pay at \$40.00/hour to make the move.
- C. Employees who are subject to a change of assignment, which also involves a new curriculum preparation for that teacher, shall receive one (1) additional day at \$40.00/hour to prepare for the new assignment. Partial changes of assignment (portion of the day) shall be compensated on a pro-rated basis.

- D. If any of the changes described in (B) or (C) above occur within the school year or within five (5) calendar days before the first student day, the employee shall have the option of taking release time or additional pay at the same number of days.

### **Section 6. Definition of Vacancy**

The term "vacancy" shall mean a position that the District has determined' to be open for applicants after changes in assignments have been made pursuant to subsections 2 and 4 above.

### **Section 7. Filling a Vacancy**

- A. Notices of vacant positions shall be posted electronically to all members of the bargaining unit at least ten (10) working days prior to the closing date for applications.
- B. The Association upon request will be given the rationale for any position the District determines does not have to be filled.
- C. All certificated employees defined in Article I who meet the posted qualifications for a vacant position shall be interviewed for the position.
- D. The District shall have the right to select the most qualified person for any vacancy. Qualifications will be measured in a manner that includes, but is not limited to, education, endorsements, evaluations, training, experience, and years of service with the District. If qualifications are substantially equal between two certificated employees or between an internal candidate and an external candidate, the employee with the greater years of service with the District shall be selected.
- E. Any certificated employee not selected for a position shall receive a written explanation and or a personal conference to discuss the rationale for the decision upon request made to the building principal or program supervisor.
- F. Successful certificated employees for vacancies do not qualify for the transfer incentives/compensation identified in subsection 5 above.
- G. Special talents or expertise needed for the implementation of a new program, but not found on the school district staff, should be sought through retraining of existing staff whenever possible.
- H. Association members will be included in the hiring process (e.g. screening applications and interview teams) for certificated positions within their buildings or programs whenever possible. A person interested in participating in the hiring process during the summer must notify his or her principal or program supervisor prior to the close of the school year.

## **Section 8. Exception**

As an exception to the processes identified in this section, vacancies may be filled by qualified personnel in the reduction in force employment pool pursuant to Article X.

## **Section 9. Grade Reconfiguration**

In the event a reconfiguration occurs that results in classes or grade levels changing at schools in the District, the District and Association will meet and reopen the transfer and change of assignment sections of the contract to pursue mutual interests in encouraging voluntary moves and mitigating the impacts of change.

# **ARTICLE XV- STUDENT DISCIPLINE AND CLASS SIZE**

## **Section 1. Students and the Disciplinary Process**

In the maintenance of a sound learning environment, the District shall expect acceptable behavior on the part of all students who attend school in the District.

Discipline shall be enforced fairly and consistently regardless of race, creed, and sex. Such discipline shall be consistent with applicable federal and state laws.

The District shall establish a student discipline policy consistent with state and federal laws; such policy shall be in the hands of each certificated employee within (10) days following the start of the school year or ten (10) days following employment.

The building administrator shall meet with staff at the beginning of each school year to develop or review or both, building standards for administering corrective student discipline and other interventions and the uniform enforcement of those standards including the identification of the line of authority in the absence of the principal.

The District and Superintendent shall support and uphold certificated employees in their efforts to maintain discipline in the District, and shall give immediate response to all certificated employees' request regarding discipline problems. Further, the authority of certificated employees to use prudent disciplinary measures for the safety and well-being of students and certificated employees to control and maintain order and discipline, the certificated employees may use reasonable and professional judgment concerning matters not provided for by specific policies adopted by the District and not inconsistent with federal and state laws and regulations.

Consideration must be given to communication with certificated employees, administration and parents before a child is suspended or expelled from a class. Instances where student behavior warrants suspension or expulsion from school, such student shall be afforded an opportunity for a hearing and due process in accordance with federal and state laws and adopted District policies. Such disruptions or distractions shall be carefully documented specifying dates of occurrence and specific acts.

Before remittance to class of a student who has been expelled or long-term suspended, there shall be a signed reengagement plan finalized between the student, parent or guardian, principal and the teacher specifying the future behavior expectations of the student.

The District shall at the written request of the Association provide instructional seminars for all certificated employees concerning all applicable federal, state, local laws and district rules, regulation and procedures pertaining to student's rights. These seminars shall be held on a date mutually agreed upon between the Association and the Administration. The Superintendent or designee and the Association may determine the seminar design, content instructors and consultants.

## **Section 2. Class Overload Pay**

When an elementary grade level class (including specialists) exceeds the following numbers, the District will provide additional resources for the certificated employee for each student above these numbers:

<u>Grade</u>	
EC	15 per section (of which no more than 5 are special ed)
K	18
1	20
2	20
3	20
4	28
5	28

The grade 4 and 5 class size trigger numbers above may be reopened upon the request of either the District or Association if the state changes its general education apportionment formula for those grade levels. Overload compensation shall be prorated for elementary specialists teaching classes exceeding the numbers above.

When an individual middle school teacher (excluding music) exceeds 150 students in 5 teaching periods or 32 in a single period, the District will provide additional resources for the certificated employee for each student above this number. This daily load shall be pro-rated by the employee's FTE. The District will attempt to equitably distribute middle school class loads evenly over the course of an employee's teaching periods. In the best interests of high-quality instruction for students, the District shall make every effort to keep individual classes below 30 students whenever classroom space and student need will accommodate this interest. Music classes shall be provided additional staff support for any class greater than 32 students.

Additional resources will include one of the following:

- (1) Fifteen (\$15) per day, per K-5 student, in compensation.
- (2) Three (\$3) per day per student per period at grades 6-8 in compensation plus an additional five dollars (\$5) per day per student above an overall daily load of 160.

Overload guidelines shall begin after the first full week of the school year.

In lieu of the above financial resources, the parties may agree to additional instructional assistant time.

### **Section 3. Special Education Class Size/Caseload**

To recognize the additional responsibilities, time and commitment required of special education teachers and specialists (SLP, OT/PT, Psychologist) related to IEPs, evaluations, meetings and coordination with other educators, the position shall be compensated with an additional stipend identified in Article XVIII, Section 6, commencing with the 2020-21 school year. If any new special education positions are added, the District and Association shall meet to mutually agree upon the application of this stipend to the position.

Any special education classroom teacher, special education specialist (SLP, OT/PT, Psychologist), or group of specialists, who faces inequitable challenges in meeting evaluation or IEP responsibilities because of an extra heavy workload shall first explore options for assistance from professional colleagues within the district. Workload could be heavier than usual because of challenges such as additional students on the specialist's caseload, particular students with unique needs, traveling between multiple buildings, special assignments, or the due dates of IEP or evaluation documents.

The following caseload numbers provide guidance for when the number of students, depending on the specific needs of the students, is recognized as creating a workload that is heavier than usual:

SLP	40-45 students
OT/PT	40-45 students
Resource Room	28-32 students
High Needs Class	10-15 students
Psychologist	1 per 500-750 students in the District based on current expectations that include district-wide special education responsibilities and responsibilities for programs outside of special education (e.g., HiCap, ELL)

If a special education teacher's or specialist's workload concerns (case management, evaluation and/or other IEP responsibilities) cannot be solved within the group of colleagues, the employee or group shall explore and mutually-agree upon options for assistance from the principal and/or district administrator assigned to supervise that group of specialists or teachers. Depending on the particular challenges unique to that workload, options for assistance could include, but not be limited to:

- the hiring of additional staff;
- the assignment of paraeducator time;
- clerical assistance;
- speech language pathology assistants (SLPAs);
- certified occupational therapy assistants (COTAs);
- physical therapy assistants (PTAs);
- the reallocation of responsibilities for particular students;
- additional paid time;

- additional release time for the planning and drafting of IEPs or evaluations; or
- reallocation of non-special education responsibilities.

**Section 4. Integrated Special Education Class Size/Caseload**

Any teacher in a K-5 “integrated special education position” in which the teacher is expected to be both the general education teacher and special education case manager for the students in the class shall have a class size which is at least 2 students below other general education teachers of the same grade level, and no more than 5 of the students being eligible for special education. Such teacher shall also have instructional assistant support necessary to serve the special education students in his or her class.

**Section 5. Middle School IEP Meetings**

In order to distribute workload responsibilities for IEP and evaluation meetings among middle school teachers, the District annually will provide near the beginning of the school year a list of IEP due dates to the grade level teams for students being served by that grade level. When a particular teacher within a grade level or subject experiences a heavier-than-usual number of meetings, the teacher may request a meeting with the principal to explore options for assistance, including but not limited to the following:

- Redistributing student supervision responsibilities equitably to other teachers who have fewer IEP and evaluation meetings (coaches and advisors who are less available for IEP and evaluation meetings);
- Additional paid hours;
- Release time;
- Substitute coverage; or
- Any other mutually-agreed remedy.

Accommodations for such teachers must be mutually agreed-upon by the teacher and the principal prior to implementation. When teachers are excused from participation in such meetings, the teachers will organize their input and review the outcome of the meetings in order to maximize program quality and fidelity of implementation.

**ARTICLE XVI - CERTIFICATED EMPLOYEE FACILITIES**

The District shall make every attempt to provide in each building the following facilities and equipment to certificated employees:

- A. Classroom space, appropriate for grade and subject, or office space appropriate for assignment, maintained in good condition, and cleaned regularly by janitorial staff.
- B. Adequate space in each classroom in which certificated employees may safely store instructional materials and supplies.
- C. Certificated employee work area containing adequate equipment and supplies to aid in the preparation of instructional materials.
- D. Faculty lounge, large enough to accommodate the teaching staff and, including a telephone. This lounge will be appropriately furnished and cleaned regularly by the custodial staff.



- E. Each classroom will have a serviceable desk, chair and filing facilities.
- F. Employee restroom, separate from student restrooms.
- G. Dining area away from student interruption.
- H. Adequate parking space.
- I. Safe working conditions: Every effort will be made by the District to provide safe working conditions. The parties agree to comply with all applicable provisions for in state law to provide safe working conditions.

## **ARTICLE XVII - STAFF AND PROFESSIONAL DEVELOPMENT**

### **Section 1. Student Certificated Personnel**

Certificated personnel shall be encouraged but not required to accept a student certificated employee or a September experience student. If the certificated employee does accept this responsibility, it is on a voluntary basis. An assignment in this area should be preceded by adequate preparation time. The recommendation of that certificated employee relative to the training of that student-certificated employee should be discussed with the principal and college supervisor. The final decision or re-assignment shall rest with the classroom-certificated employee involved.

### **Section 2. Professional Development**

- A. The District shall provide an opportunity for teachers to provide input into the professional development offered at each school.
- B. Participation in workshops, classes and other opportunities shall be voluntary unless such opportunities are provided during the usual working hours.
- C. The District will support and provide an incentive for teachers applying and working toward certification from the National Board for Professional Teaching Standards by the following:
  - 1. Reimbursing teachers seeking first time certification up to \$1000 of the registration fee, up to an annual total pool of \$3,000, and providing three release days.
  - 2. Reimbursing advanced candidates (teachers with multiple chances for achieving certification) up to \$500 of the registration fee, up to an annual total pool of \$1,000, and providing 2 release days.
  - 3. Reimbursing renewal candidates up to \$500 of the registration fee, up to an annual total pool of \$1,000, and providing 2 release days.

4. Unused funds in any of the three pools above may be transferred to the other two annual pools if there are more candidates than the original pool can accommodate at the maximum per person level.
5. The District will pay the support cohort fees for District candidates accessing the support of the District National Board facilitator. This section shall reopen if the District no longer has a National Board facilitator.

Such release days shall be scheduled for a day mutually agreed upon by the teacher and his or her principal.

The candidate is required to attend required cohort meetings. Attendance at non-cohort National Board supporting events may be substituted by permission of the facilitator. If the candidate does not submit a completed portfolio by the deadline the candidate would be required to refund the District the financial support.

Upon achievement of National Board certification, teachers accepting the District's support shall be expected to assume an additional instructional leadership role and accept annual offers of a contract for continuing employment with the District for at least two (2) school years following certification. Teachers who choose to leave employment with the District during or prior to completion of these two years shall refund to the District the entire cost of the District's support for National Board certification.

### **Section 3. Credits**

All clock hours and credits meeting the approval of the State Board of Education will be accepted. Ten clock hours will be equivalent to one-quarter hour of college credit and will be recognized for local salary schedule placement.

## **PART 3 SALARIES AND FRINGE BENEFITS**

### **ARTICLE XVIII - SALARIES AND SALARY SCHEDULES**

#### **Section 1. Salary Schedule**

Each employee shall be paid a base salary and a PLE stipend (described in Section 9 below). Salaries and salary schedules shall be as provided in Appendix A attached hereto and by this reference made part of this Agreement

The salary schedule for the 2020-21 school year has been increased by 3%. For the 2021-22 and 2022-23 school years, the salary schedules shall be increased by the greater of the inflationary adjustment index in the state budget (currently the implicit price deflator) or the rate established by determining the mathematical mean in total compensation (base plus universal TRI) for nonsupervisory certificated employees in the following five (5) school districts: Auburn, Enumclaw, Federal Way, Sumner, and Vashon Island. The mathematical mean in total compensation shall be determined by calculating the mean of the salaries at three points on the five districts' salary schedules: at a bachelor's degree plus zero years of experience; at a master's degree plus 90 credits and 15 years

of experience; and at a master's degree plus 90 credits at the maximum years of experience. The percentage difference between these means and Dieringer's salaries at these three points shall be calculated, added together and divided by three. That resulting mean will establish the percentage increase, if any, to be applied to each cell on the salary schedule (Steps 0-15 and the longevity steps at Steps 20 and 25) if larger than the state's inflationary adjustment index (currently the implicit price deflator).

If data is available, the calculation shall be made no later than September 15 each year for application beginning on the September pay warrant. If the necessary data is not available by September 15, the current rate will remain in effect until the data is available, at which time the new rate will be paid retroactively on the pay day following the first payroll cut-off date after the data becomes available.

## **Section 2. Salary Deductions and Payments**

- A. Salary Deductions for Absences. All absences, except as otherwise provided in this Agreement, shall be deducted from salary. Deductions shall be figured on the basis of the per diem rate.
- B. Payment of Salary. Salary warrants shall be directly deposited into employees' bank accounts on the last working day of the month. If the direct deposit system fails, the District shall consult with the Association regarding employee notification, timelines and an alternative method of payment.
- C. Submission of timesheets. Timesheets submitted by the 10<sup>th</sup> of the month will be paid on the last business day of that month. All timesheets must be submitted by the last business day of the month following the month in which the time was worked, or they will not be paid.

## **Section 3. Salary Schedule Placement**

- A. Except as otherwise provided herein, all employees will be placed on the salary schedule in Appendix A, according to the state rules in effect during the 2017-18 school year for counting professional experience, educational degrees and credits (see Chapter 392-121 WAC and rules for the S-275 report). All experience and education recognized by the District prior to the 2018-19 school year will continue to be recognized for salary schedule placement.
- B. ESA employees shall be granted service credit on the salary schedule for prior related experience per the 2017-18 state rules except that such years of service shall not be limited to two (2).
- C. The initial professional training classification shall be determined by the official transcript of college credits. It is the responsibility of the certificated employee to keep an up-to-date copy of his/her total college credits on file in the District Office. Increments shall be paid in the same month that salary raises are implemented.

- D. Contracts shall normally be issued in advance of the last day of school and shall be drawn on the basis of the college or university credits on file in the Superintendent's Office. If a certificated employee completes sufficient college or university credits to be placed in a higher classification on the schedule, and submits to the Superintendent transcripts or verification with grade reports to that effect prior to October 1, a contract adjustment shall be made.

**Section 4. Extra Duty Pay Rates**

- A. The term “per diem” refers to a rate calculated as the individual employee’s base salary divided by the number of workdays compensated in the base contract. A “per diem hourly rate” is the per diem rate divided by 7.5 hours. Activities compensated at the Academic Rate for work outside contract day will be paid at \$40.00/hour.
- B. Extended School Year (ESY) instruction is paid at the academic rate (\$40/hour) for one hour of preparation/planning for each hour of instruction. No regularly-contracted employee shall be required to fill an ESY position as a condition of the employee’s continuing (including provisional) contract.
- C. Technology Integration Coaches may be offered up to twenty-five (25) additional days at the individual employee’s per diem rate for an extended work year. The Technology Integration Coach Leader may be offered up to an additional thirty (30) hours per month at the academic rate (\$40). This compensation is contingent on continued availability of technology levy revenue.
- D. Planning time coverage shall be paid at per diem.

**Section 5. Extra Duty Stipends**

The following activities or responsibilities require a professional educational certificate and will be paid by supplemental contract:

- A. Middle School (if assigned)
 

Instrumental Music	\$3000
Jazz Band	\$1000
Chorale	\$1350
Homework Club	\$1150
Outdoor Education Teacher	\$1000
Outdoor Education Director	\$2500
- B. Elementary School (if assigned)
 

After School Vocal Music	\$1750
Homework Club	\$1150
- C. The stipends in subsections A and B above shall be improved by the following experience factors:

0-1 years	Base stipend
2-3 years	Base stipend + \$200.00
4-5 years	Base stipend + \$300.00
6+ years	Base stipend + \$400.00

D. With principal approval an assignment and its stipend may be shared by two or more employees. Each employee shall receive a pro-rated share of any experience factor based on the employee's individual years of experience.

E. Other Stipends (if assigned)

TPEP Coordinator	\$2000
National Board Facilitator	\$1000
ELL Coordinator	\$1500
LAP Coordinator	\$1500
Title I Coordinator	\$1500
Highly Capable Coordinator	\$1500
WA-AIM	\$680/student (measured 5/1 for current SY)

F. Positions with Additional Responsibilities

Special Education (teacher, EC, SLP, OT/PT, psychologist)	6% of employee's base
K-5 Integrated Special Ed/General Ed teacher	3% of employee's base
Counselor	3% of employee's base

G. CTE (contingent on receipt of CTE funds)

CTE Teacher	\$1500
CTE Director	\$3600
FCCLA Club	\$2126
Intramural Robotics Club	\$2126
Interscholastic Robotics Club	\$3500

H. Building Leadership and CIA

Building leadership team responsibilities will be compensated with stipends for the leadership team members that total \$5,000 at each of the three schools. The maximum number of leadership team members equally splitting the total will be five per building (members of the DEA bargaining unit). CIA committee representatives will be selected from the leadership teams (with at least one from each school, and not more than two) and such service will be a part of leadership team responsibilities, not an additionally compensated role or required release time. The team of special education teachers and specialists will select an additional representative to serve on the CIA committee. Such person shall be compensated with a stipend of \$500. Building Leadership Teams are

encouraged to begin their service and work during the late spring time period when plans for the following year need to be made.

### **Section 7. Off Campus Employee Pay**

Off-Campus Instruction Certificated employees shall be paid at the Academic Rate.

### **Section 8. Corrections to Salary**

Any corrections to a contract amount because of error in compiling years of experience, type of degree, or total quarter hour credits may be adjusted within the current contract year only, regardless of whether the error would constitute an increase or a decrease in the contracted salary. It is understood a contract year begins on the first working day in September and ends on the last day of August of the following year.

### **Section 9. Professional Learning/Enrichment Responsibility Stipend**

Each employee will be offered an annual supplemental contract for additional time and responsibilities above the basic contract.

- A. Each employee will be expected to attend or complete the following:
  - 1. Required safe schools training prior to the first student school day (such requirements to be identified to employees by August 1 whenever possible); and
  - 2. Eight (8) hours of meaningful and relevant technology training, including trainer or coach-supported implementation of the technology tools and resources, outside student-contact time, during the period August 1 through July 31, and funded by the tech levy. Opportunities for such hours will be identified annually by the building leadership teams, TIC, the TAC and CIA. At least four (4) hours will be offered in a Technology Institute prior to the first student day.
  
- B. The District and Association agree that educating students to the high standards expected by the District and its community will require significant commitments of time and effort over and above the responsibilities regularly expected of employees under the basic employment contract. Some of these additional responsibilities are directly related to the small size of the District, as well as the participatory decision-making and collaborative professional culture sought by both the District and Association. The amount of time necessary and the significance of a particular responsibility may vary from employee to employee based upon the employee's specific assignment and personal efficiency. The stipend is intended to compensate employees for this additional time and effort, and each employee accepting the stipend agrees to accept the following responsibilities without further stipends, hourly compensation or per diem compensation:
  - (1) Preparation of the employee's classroom or workspace prior to the first day of school, and the closing down of such classroom or workspace at the end of the school year in accordance with normal building procedures;

- (2) Participation and attendance, as scheduled or required by the building, at parent-teacher conferences and open house (or, for elementary subject matter specialists, other events intended to present student performance or otherwise communicate with parents regarding that subject matter, such as a PE or arts performance night);
- (3) Communication of student progress and assessment results for all students assigned to a teacher's class or caseload, as scheduled or required by the building, including mid-term progress reports and report cards, and on-going communication with the parents of individual students throughout the school year through phone calls, e-mail messages, and in-person meetings;
- (4) Service on a historically reasonable and equitable number of participatory decision-making committees, such as curriculum committees, building committees, and/or voluntary district and employee-selection committees;
- (5) Participation with colleagues and parents in student-specific meetings such as IEP or Section 504 meetings and student discipline conferences (see also stipend for special education staff in Article XV, Section 3); and
- (6) Participation in collaborative and collegial practices focused on improving instructional practice and student learning. Some of this work is directly related to the changes necessary in educational practices to meet state and federal mandates for student success. The collaborative work for each school shall be focused and organized by CIA and the building leadership teams through the SIP process.

Questions whether specific committees or work fit within the list of expected work and responsibilities above shall be addressed in regular District/Association labor management meetings.

- C. The amount of the stipend under this section is 11.87% of the corresponding cell on the base salary schedule plus the longevity amounts of \$3,090 for employees with 20-24 years of experience and \$6,180 for employees with 25+ years of experience. (See Article XVIII, Section 1 for increases to these amounts.) The Professional Learning/Enrichment Schedule is attached to this agreement in Appendix A. An employee's years of experience, credits and academic degree level shall be determined consistent with rules referenced in this agreement for placement on certificated base salary schedules. This stipend will be paid in twelve equal installments in the regular pay check.
- D. Employees with less than a 1.0 FTE shall receive a pro-rated stipend based upon their FTE, and the time and responsibilities expected of such employees shall be similarly pro-rated.
- E. If the District is unable to maintain the successful passage of levies leading to two levy collections for the school year in question, this section shall reopen for negotiation.

- F. The stipend on the PLE Schedule for employees with National Board Certification shall be increased by \$1000. These employees shall assume an additional instructional leadership role in helping others achieve National Board Certification.
- G. The stipend on the PLE Schedule for school psychologists, SLPs and OT/PTs with national certification shall be increased by \$1,000. These employees shall assume an additional leadership role in helping others achieve National Certification or complete the professional certification program. Other staff with educational staff associate (ESA) certification will also have this opportunity if they achieve a national certification with an equivalent professional portfolio and job embedded performance standards process. The District and Association shall review such equivalency upon the request of an employee with such certification and enter into a Letter of Agreement when the parties agree that the certification is equivalent.

## **ARTICLE XIX - INSURANCE**

### **Section 1. General**

The District shall make available to all eligible employees the mandatory and optional group insurance programs offered by the School Employees Benefits Board (SEBB) under the rules and regulations adopted by SEBB. In addition, the parties have a shared understanding of the following rules and applications, paragraphs 3-9 of which are exclusively within the jurisdiction of, and may be changed by, the SEBB.

### **Section 2. SEBB Benefits**

Benefits offered by SEBB currently include, but are not limited to, medical, dental, vision, long-term disability, life insurance, a Medical Flexible Spending Arrangement (FSA) and a Dependent Care Assistance Program (DCAP). Employees will also have the option of enrolling in a Health Savings Account (HSA) when a qualifying High Deductible Health Plan (HDHP) is selected for medical insurance.

### **Section 3. Eligibility**

Employees shall be eligible for full insurance coverage under the SEBB program if they work, or are anticipated to work, 630 hours or more in a school year. All hours worked during the school year shall count for purposes of establishing eligibility. Except for paid holiday hours, paid leave hours shall count towards eligibility for benefits under this section. Employees who are hired late in the year but are anticipated to work 630 hours or more the following year are eligible for coverage under conditions identified by SEBB. Unpaid leaves shall be reviewed for impact on eligibility under SEBB rules on a case-by-case basis.

### **Section 4. Benefit Enrollment/Start**

Benefit coverage for new employees will begin the first day of the month following the first day of work when it is expected that the employee will work 630 hours. The employee's benefit coverage will begin in September if the employee is expected to work 630 hours or more during the school year and that employee begins on or before the first day of school in September.



## **Section 5. Continuity of Coverage**

When a new employee to the district was previously employed by a SEBB employer and was eligible for SEBB coverage, that employee will have uninterrupted benefit coverage if they are anticipated to work 630 hours or more in the school year with the new employer. If an employee was not anticipated to work 630 hours in a school year but meets that eligibility criteria during the school year, the employee will become eligible for SEBB benefits and will begin coverage in the month following this establishment of eligibility.

## **Section 6. Effective Date of Resignations**

When an employee eligible for SEBB benefits separates from employment after completion of the employee's full school-year contract obligations, the separation will be effective August 31 unless the employee terminates the employment relationship with a specific earlier date. In this case, eligibility for the employer contribution ends the last day of the month in which the school employee's resignation is effective.

## **Section 7. Declining Coverage**

An employee may decline medical coverage through the SEBB within the required SEBB timelines and therefore not have any payments or premiums deducted from their paychecks for this purpose.

## **Section 8. Appeals**

Eligibility, enrollment and surcharge decisions may be appealed through the process described in Chapter 182-32 WAC, not the grievance procedure of the collective bargaining agreements between the District and DEA, unless the remedy provided by the SEBB administrative appeal process does not fully compensate the employee for reasonable out of pocket costs resulting from the incorrect eligibility, enrollment and surcharge decision.

## **Section 9. Compliance and Legislative Changes**

These understandings shall be interpreted and applied consistent with the rules and regulations of SEBB. If the Washington State Legislatures changes provisions of the SEBB to allow for changes in employer contributions towards elective benefits, or substantially changes the medical coverage provisions, either party may initiate a reconvening to align shared understandings with current regulations.

## **Section 10. Employee Assistance Program**

The District agrees to pay the monthly premiums for the Employee Assistance Program.

## ARTICLE XX - LEAVE

### Section 1. Sick Leave and Temporary Disability (including pregnancy) Leave

- A. The District shall grant to each certificated employee serving under contract without loss of pay, twelve (12) days of sick leave per contract year for illness, injury, or emergency. Employees who begin employment after October first shall receive a prorated number of days, based upon the ratio of the number of full months remaining in the school year to twelve (12). Sick leave shall be frontloaded. Any days that are used but unearned at the time of an employee's separation from employment or due to an unpaid leave of absence exceeding half the workdays in the month shall be deducted from the employee's paycheck. "Emergency" means something that is a sudden, generally unexpected occurrence or set of circumstances demanding immediate action, and is typically very short term in nature.
- B. Absence provided herein that is not taken shall accumulate from contract year to contract year up to a maximum of the number of days in the contract year (e.g. 184 in the 2020-21 school year). This limit on accumulation is for use purposes. The limit for cash-out purposes is in Section 4.
- C. Sick leave shall be allowed for loss of time for accidental on-the-job injury, not to exceed the maximum amount of accumulated days, and then only to the extent that such time loss is not compensable under the industrial laws of the State of Washington.
- D. A physician's signed statement may be required to support an absence of five (5) or more consecutive days.
- E. Temporary disability shall mean those disabilities caused by illness, accident, injury, including those associated with pregnancy and childbirth, and recovery therefrom, which prevents an employee from fulfilling his/her contractual obligations with this school district. In all cases, sick leave will be paid only for the period of actual disability. If an employee needs more leave than provided by paid sick leave, the employee must submit a written request to his/her immediate supervisor for temporary disability benefits that indicates the approximate length of time the employee will be absent, and the estimated date of return from the absence. The employee must notify his/her immediate supervisor when he/she intends to return to work and provide a release from his or her health care provider prior to the date of return.
- F. Sick Leave Sharing: Certificated employees with at least 22 days in reserve may voluntarily donate any amount that does not cause the employee's balance to fall below 22 days to pools established for individual employees who qualify for shared leave under WAC 392-136A-030. Eligible employees must first exhaust all sick leave unless the reason for leave is pregnancy disability or parental leave, in which case an employee may retain up to forty (40) hours of sick leave. The intent is that pools be established on an individualized basis once genuine need is established and qualifies under state law. Leave shall be donated on a day-for-day basis. A leave recipient must not receive more than five hundred twenty-two (522) days of shared leave during total district employment.

G. In accordance with state law (WAC Chapter 296-130), the employee may use any or all of the sick leave to care for (a) a child of the employee with a health condition; or (b) a spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or emergency condition.

1. The term "child" includes a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing *in loco parentis* who is (a) under eighteen years of age; or (b) eighteen years of age or older and incapable of self-care because of a mental or physical disability.

2. "Health condition that requires treatment or supervision" includes:

(a) Any medical condition requiring treatment or medication that the child cannot self-administer;

(b) Any medical or mental health condition which would endanger the child's safety or recovery without the presence of a parent or guardian; or

(c) Any condition warranting treatment or preventive health care such as physical, dental, optical or immunization services, when a parent must be present to authorize and when sick leave may otherwise be used for the employee's preventive health care.

3. "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, and any period of incapacity or subsequent treatment or recovery in connection with such inpatient care; or that involves continuing treatment by or under the supervision of a health care provider or a provider of health care services and which includes any period of incapacity (i.e., inability to work, attend school or perform other regular daily activities).

4. "Emergency condition" means a health condition that is a sudden, generally unexpected occurrence or set of circumstances related to one's health demanding immediate action, and is typically very short term in nature.

## **Section 2. Leaves Without Pay**

Upon recommendation of the Superintendent and concurrence by the Board, leave without pay (salary and fringe benefits) may be granted to certificated employees. Certificated personnel on leave may choose to pay their total insurance premiums in order to continue their insurance coverage. Approved reasons for granting leave are:

A. Study (related to school employment)

B. Parental (child rearing)

- C. Required military service
- D. Exchange teaching assignment
- E. Foreign teaching in the service of the U.S. Government
- F. Service in the United States Peace Corps
- G. A teaching experience not available in the District, which is needed to improve the District Program.
- H. Health and hardship
- I. Such other purposes deemed by the administration and the Board to be in the best interest of the District.

Application for leave shall, except 2.C and 2.H, normally be made in writing to the Superintendent by April 15.

### **Section 3. Family Illness**

Certificated employees shall receive five (5) days in addition to their 12 days sick leave for illness of a child incapable of self-care living in the household. These days also may be used for a spouse, domestic partner, parent, child, or individual of comparable relationship with a serious health condition as defined in the Family and Medical Leave Act. These days also may be used for parental bonding under the same terms as Section 5 below. Family illness leave shall not accumulate.

### **Section 4. Sick Leave Incentive (Cash-out)**

The District will comply with the illness and injury annual and retirement cash-out program as now adopted or hereafter amended by the Legislature. Conversion of illness and injury absence benefits will be allowed only to the extent authorized by the law for such purposes. At the employee's option, he/she may cash-out unused sick leave days accrued in the prior year in January of the school year following any year in which more than sixty (60) days of sick leave is accrued and each January thereafter, at a rate equal to one day's monetary compensation of the employee for each four (4) full days of accrued sick leave. The employee's sick leave accumulation shall be reduced for four (4) days for each day compensated. No employee may receive compensation for sick leave accumulated in excess of one day per month, a maximum of twelve (12) days per year and/or 180 days upon retirement or qualified separation from employment.

At the time of qualified separation from school District employment, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one days current monetary compensation of the employee for each four (4) full days accrued sick leave for illness or injury, up to a maximum of 180 days of accumulated leave. See RCW 28A.400.210.

## **Section 5. Parental Leave**

An employee may use up to eleven (11) weeks of accrued sick leave (in addition to one (1) week of family illness in Section 3 above) during the first twelve months after birth or adoption of a child for purposes that qualify for parental leave (birth or adoption) under the state or federal family and medical leave laws. Such leave need not be consecutive days or limited to the same school year. This leave is in addition to any disability leave for pregnancy and childbirth under Section 1.E above.

## **Section 6. Bereavement Leave**

The District shall allow certificated employees up to a maximum eight (8) days leave for each death of a spouse, domestic partner, parent, or child (as defined in Section 1.G above). Up to five (5) days leave shall be allowed for each death of a sibling, grandparent, parent-in-law, sibling-in-law or child-in-law. Up to three (3) days of leave shall be allowed each year for the death of any other family member or person of significant relationship. Concurrent deaths shall be treated as a single occurrence with respect to the length of leave granted. Such leave need not be consecutive days or limited to the same school year. Such leave may be accessed by employees prior to the death when death is imminent.

## **Section 7. Jury Duty and Subpoena Leave**

The District shall grant leaves to staff for the days they are required to serve on a jury. Any compensation received by a staff member for jury duty performed on a contract day is to be reimbursed to the District. The District shall grant a maximum of two days leave (witness fees to be reimbursed to the District) to staff subpoenaed as witness in court or other legal proceedings; provided that a leave with pay shall not be granted to a staff member for a cause brought or supported by a staff member union or association or for a case in which staff member has a direct or indirect interest in the proceedings.

## **Section 8. Personal Leave**

- A. All certificated employees will be granted three (3) days personal leave each year, with up to two (2) unused days carrying over to the following year.
- B. No more than four (4) employees in the bargaining unit may schedule this leave on the same day to extend a three-day weekend or vacation period and employees shall be granted such days on a first-come, first-served basis. Requests for leave on these days must be submitted to the Superintendent in writing (or e-mail). Exceptions to the limits on the use of this leave to extend three-day weekends or vacation periods will be considered on a case-by-case basis.
- C. The District would prefer to have regular employees in the school serving students rather than substitutes. As an incentive to not take personal leave, employees will be paid \$100 per half day of unused personal leave above the carryover of two (2) at the end of each year. Employees separating from the District will be compensated at this rate for all unused leave at the end of the year.

## **Section 9. Professional Leave**

Employees shall be released for professional development activities subject to the availability of substitutes and the budget authority of building staff development committees.

## **Section 10. Paid Family and Medical Leave**

Employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of 820 hours within the past calendar year. Such leave shall be used consecutively with the employee's other leave entitlements unless the employee elects otherwise. The District shall pay the 0.1467% wage premium and the employee shall pay the 0.2533% of his/her individual wage premium to fund this leave. The District shall use the state insurance as the carrier for PFML to ensure ongoing compliance with the law. When such leave is used for pregnancy/maternity disability, the District shall maintain health insurance benefits during period of approved PFML leave. Other paid leaves may be available as supplemental benefits under the terms of such leaves defined above.

# **ARTICLE XXI REIMBURSEMENT AND PHYSICAL EXAMINATIONS**

## **Section 1. Compensation of Travel Expenses**

Certificated employees authorized to travel at District expense will be compensated in accordance with the adopted travel policy and rules and regulations of the District.

## **Section 2. IRS Rate for Travel Expenses**

Certificated employees authorized to travel by private car shall be reimbursed at the IRS rate per mile for approved travel.

## **Section 3. Travel Expenses during Regular Work Day**

Certificated employees required to travel between District buildings during their regular work day shall be reimbursed at the IRS rate per mile for such travel, upon prior application therefore.

## **Section 4. Physical Examinations**

If an employee is required to have a physical examination as a condition to work, such examination will be paid for by the District.

## **Section 5. Submission of Reimbursement Requests**

Reimbursement requests submitted by the 10<sup>th</sup> of the month will be paid on the last business day of that month. All reimbursement requests must be submitted to the employee's supervisor by the last business day of the month following the month in which the expense was incurred, or they will not be paid; except expenses incurred after the last day of school through the end of August may be submitted no later than the last business day of September.

## **PART 4 - STATUS OF THE AGREEMENT**

### **ARTICLE XXII - PRINTING AND DISTRIBUTION**

As soon as possible following the execution of this agreement, the District shall prepare a final draft and after proof reading by both the District and the Association representatives, the District will then print a copy of the signed agreement for each party. A copy will be available on the staff resource page on the District website.

### **ARTICLE XXIII - COMPLIANCE OF AGREEMENT**

#### **Section 1. Consistency of Contract Language Between Employee and District**

All individual certificated employee personal service contracts shall be subject to and consistent with Washington State Law and terms and conditions of this Agreement. Any individual certificated employee personal service contract hereinafter executed shall expressly provide that it is subject to the terms of this and subsequent Agreements between the Board and the Association. If any individual certificated employee personal service contract contains any language inconsistent with this Agreement, this Agreement shall be controlling.

### **ARTICLE XXIV - DURATION AND REOPENER**

#### **Section 1. Duration of Collective Bargaining Agreement**

This agreement shall be in effect from September 1, 2020, through August 31, 2023.

#### **Section 2. School Calendar**

The employee work calendars for three years will be published on the District website and incorporated herein by reference. These calendars will be based on the criteria in Appendix B. Each school year a calendar task force of 3 community members selected by the District, 3 teachers selected by the Association, 3 classified employees selected by DCPEA and 3 administrators selected by the District shall solicit input and review the criteria in Appendix B. The task force shall present a recommendation to the Board and Association to continue or amend the criteria in Appendix B.

Conference days and non-instructional work days shall be set by the Curriculum, Instruction and Assessment (CIA) council.

This section shall reopen if the legislature changes the number of required school days or other work year requirements.

### **Section 3. State Legislature's Impact on Collective Bargaining Agreement**

The salary schedule and employee work calendar adopted in this Agreement, as well as other sections directly affected by these items, shall reopen for negotiations at the request of the District or the Association if the state legislature materially alters the rules governing compensation for certificated instructional staff or the minimum number of days required for students or teachers. Either party may also reopen the agreement should the legislature increase or decrease funding for salaries, or change the manner and flexibility in which funding may be used, including but not limited to local revenue, levy authority, inflationary indexes, regionalization and state funding for professional learning days.

## **ARTICLE XXV - SAVINGS CLAUSE**

### **Section 1. Contract and Washington State Law**

This Agreement shall be governed and construed according to the Constitution and Laws of the State of Washington. If a provision of this Agreement, or any application of this Agreement to any certificated employee or groups of certificated employees or Board covered hereby shall be found contrary to law by tribunal of competent jurisdiction, such provision or application shall have effect only to the extent permitted by law, and all other provisions or applications of the Agreement shall continue in full force.

### **Section 2. Negotiation of Contract when in Conflict with State Law**

If any provision of this Agreement is so held to be contrary to law, the parties shall commence negotiations on said provision as soon thereafter as is reasonably possible.

## **ARTICLE XXVI - NEGOTIATIONS PROCEDURES**

### **Section 1. Representation**

- A. The Board shall be represented by whomever the Superintendent appoints.
- B. The Association shall be represented by whomever the Association selects.
- C. Requests from the Association for meeting of the negotiation teams to negotiate, confer, and consider the professional opinions of the staff shall be made in writing directly to the Superintendent. Requests from the District shall be made in writing directly to the President of the Association. The meeting shall take place within a reasonable time from the receipt of the request. Additional meetings shall be agreed upon by the negotiating teams as may be necessary to complete consideration of agenda items.
- D. Agenda items will be those subjects that were requested in the written meeting request and those other subjects that are mutually agreed to by the parties.



FOR THE DISTRICT

FOR THE ASSOCIATION

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Board Chair

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President

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Superintendent/Board Secretary

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Date

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Date

## APPENDICES

## APPENDIX A – Salary Schedules

### 2020-21 Base Schedule (3% increase)

	BA	BA+45	BA+90	MA	MA+45	MA+90/Doc
0	\$50,312	\$52,324	\$54,417	\$56,594	\$58,857	\$61,212
1	\$51,318	\$53,372	\$55,506	\$57,725	\$60,035	\$62,437
2	\$52,345	\$54,439	\$56,616	\$58,881	\$61,236	\$63,685
3	\$53,391	\$55,527	\$57,748	\$60,058	\$62,460	\$64,959
4	\$54,459	\$56,638	\$58,903	\$61,259	\$63,711	\$66,258
5	\$55,548	\$57,770	\$60,081	\$62,485	\$64,984	\$67,583
6	\$56,659	\$58,926	\$61,283	\$63,734	\$66,284	\$68,935
7	\$57,793	\$60,105	\$62,509	\$65,008	\$67,609	\$70,314
8	\$58,948	\$61,307	\$63,759	\$66,309	\$68,962	\$71,720
9	\$60,127	\$62,532	\$65,034	\$67,635	\$70,341	\$73,154
10	\$62,532	\$65,034	\$67,635	\$70,341	\$73,154	\$76,080
11		\$67,635	\$70,341	\$73,154	\$76,080	\$79,125
12		\$70,341	\$73,154	\$76,080	\$79,125	\$82,289
13			\$76,080	\$79,125	\$82,289	\$85,581
14			\$79,125	\$82,289	\$85,581	\$89,003
15-19			\$82,289	\$85,581	\$89,003	\$92,563
20-24	\$62,532	\$70,341	\$82,289	\$85,581	\$89,003	\$92,563
25+	\$62,532	\$70,341	\$82,289	\$85,581	\$89,003	\$92,563

### 2020-21 Professional Learning/Enrichment Schedule (3% increase)

	BA	BA+45	BA+90	MA	MA+45	MA+90/Doc
0	\$5,971	\$6,211	\$6,459	\$6,717	\$6,987	\$7,264
1	\$6,090	\$6,333	\$6,588	\$6,853	\$7,125	\$7,409
2	\$6,212	\$6,460	\$6,720	\$6,988	\$7,267	\$7,558
3	\$6,338	\$6,590	\$6,854	\$7,128	\$7,413	\$7,710
4	\$6,464	\$6,721	\$6,990	\$7,271	\$7,560	\$7,864
5	\$6,593	\$6,857	\$7,131	\$7,416	\$7,712	\$8,021
6	\$6,725	\$6,993	\$7,273	\$7,565	\$7,867	\$8,181
7	\$6,858	\$7,133	\$7,418	\$7,716	\$8,025	\$8,345
8	\$6,996	\$7,276	\$7,566	\$7,870	\$8,184	\$8,512
9	\$7,136	\$7,421	\$7,718	\$8,028	\$8,348	\$8,683
10	\$7,421	\$7,718	\$8,028	\$8,348	\$8,683	\$9,030
11		\$8,028	\$8,348	\$8,683	\$9,030	\$9,389
12		\$8,348	\$8,683	\$9,030	\$9,389	\$9,766
13			\$9,030	\$9,389	\$9,766	\$10,156
14			\$9,389	\$9,766	\$10,156	\$10,564
15-19			\$9,766	\$10,156	\$10,564	\$10,986

<b>20-24</b>	\$10,511	\$11,438	\$12,856	\$13,246	\$13,654	\$14,076
<b>25+</b>	\$13,601	\$14,528	\$15,946	\$16,336	\$16,744	\$17,166

1. These amounts are increased by \$1,000 for employees with national board certification. See Article XVIII, Section 9. F and G.
2. For special education positions, these amounts are increased by 6% of base salary for the additional IEP, evaluation and other meetings; paperwork; and related responsibilities associated with such positions. See Article XVIII, Section 6.F.
3. For counselor positions, these amounts are increased by 3% of base salary for the additional meetings, paperwork and days of work associated with such positions. See Article XVIII, Section 6.F.
4. For K-5 integrated special ed/general ed teachers, these amounts are increased by 3% of base salary for additional responsibilities associated with the position. See Article XVIII, Section 6.F.

**APPENDIX A (continued)**

**2020-21 Combined Salary Schedule**

		<b>BA</b>	<b>BA+45</b>	<b>BA+90</b>	<b>MA</b>	<b>MA+45</b>	<b>MA+90/Doc</b>
<b>0</b>	<b>Base</b>	\$50,312	\$52,324	\$54,417	\$56,594	\$58,857	\$61,212
	<b>PLE</b>	\$5,971	\$6,211	\$6,459	\$6,717	\$6,987	\$7,264
	<b>Total</b>	\$56,283	\$58,535	\$60,876	\$63,311	\$65,844	\$68,476
<b>1</b>	<b>Base</b>	\$51,318	\$53,372	\$55,506	\$57,725	\$60,035	\$62,437
	<b>PLE</b>	\$6,090	\$6,333	\$6,588	\$6,853	\$7,125	\$7,409
	<b>Total</b>	\$57,408	\$59,705	\$62,094	\$64,578	\$67,160	\$69,846
<b>2</b>	<b>Base</b>	\$52,345	\$54,439	\$56,616	\$58,881	\$61,236	\$63,685
	<b>PLE</b>	\$6,212	\$6,460	\$6,720	\$6,988	\$7,267	\$7,558
	<b>Total</b>	\$58,557	\$60,899	\$63,336	\$65,869	\$68,503	\$71,243
<b>3</b>	<b>Base</b>	\$53,391	\$55,527	\$57,748	\$60,058	\$62,460	\$64,959
	<b>PLE</b>	\$6,338	\$6,590	\$6,854	\$7,128	\$7,413	\$7,710
	<b>Total</b>	\$59,729	\$62,117	\$64,602	\$67,186	\$69,873	\$72,669
<b>4</b>	<b>Base</b>	\$54,459	\$56,638	\$58,903	\$61,259	\$63,711	\$66,258
	<b>PLE</b>	\$6,464	\$6,721	\$6,990	\$7,271	\$7,560	\$7,864
	<b>Total</b>	\$60,923	\$63,359	\$65,893	\$68,530	\$71,271	\$74,122
<b>5</b>	<b>Base</b>	\$55,548	\$57,770	\$60,081	\$62,485	\$64,984	\$67,583
	<b>PLE</b>	\$6,593	\$6,857	\$7,131	\$7,416	\$7,712	\$8,021
	<b>Total</b>	\$62,141	\$64,627	\$67,212	\$69,901	\$72,696	\$75,604
<b>6</b>	<b>Base</b>	\$56,659	\$58,926	\$61,283	\$63,734	\$66,284	\$68,935
	<b>PLE</b>	\$6,725	\$6,993	\$7,273	\$7,565	\$7,867	\$8,181
	<b>Total</b>	\$63,384	\$65,919	\$68,556	\$71,299	\$74,151	\$77,116
<b>7</b>	<b>Base</b>	\$57,793	\$60,105	\$62,509	\$65,008	\$67,609	\$70,314
	<b>PLE</b>	\$6,858	\$7,133	\$7,418	\$7,716	\$8,025	\$8,345
	<b>Total</b>	\$64,651	\$67,238	\$69,927	\$72,724	\$75,634	\$78,659
<b>8</b>	<b>Base</b>	\$58,948	\$61,307	\$63,759	\$66,309	\$68,962	\$71,720
	<b>PLE</b>	\$6,996	\$7,276	\$7,566	\$7,870	\$8,184	\$8,512
	<b>Total</b>	\$65,944	\$68,583	\$71,325	\$74,179	\$77,146	\$80,232
<b>9</b>	<b>Base</b>	\$60,127	\$62,532	\$65,034	\$67,635	\$70,341	\$73,154
	<b>PLE</b>	\$7,136	\$7,421	\$7,718	\$8,028	\$8,348	\$8,683
	<b>Total</b>	\$67,263	\$69,953	\$72,752	\$75,663	\$78,689	\$81,837
<b>10</b>	<b>Base</b>	\$62,532	\$65,034	\$67,635	\$70,341	\$73,154	\$76,080
	<b>PLE</b>	\$7,421	\$7,718	\$8,028	\$8,348	\$8,683	\$9,030
	<b>Total</b>	\$69,953	\$72,752	\$75,663	\$78,689	\$81,837	\$85,110
<b>11</b>	<b>Base</b>		\$67,635	\$70,341	\$73,154	\$76,080	\$79,125
	<b>PLE</b>		\$8,028	\$8,348	\$8,683	\$9,030	\$9,389
	<b>Total</b>		\$75,663	\$78,689	\$81,837	\$85,110	\$88,514
<b>12</b>	<b>Base</b>		\$70,341	\$73,154	\$76,080	\$79,125	\$82,289
	<b>PLE</b>		\$8,348	\$8,683	\$9,030	\$9,389	\$9,766
	<b>Total</b>		\$78,689	\$81,837	\$85,110	\$88,514	\$92,055
<b>13</b>	<b>Base</b>			\$76,080	\$79,125	\$82,289	\$85,581
	<b>PLE</b>			\$9,030	\$9,389	\$9,766	\$10,156
	<b>Total</b>			\$85,110	\$88,514	\$92,055	\$95,737
<b>14</b>	<b>Base</b>			\$79,125	\$82,289	\$85,581	\$89,003
	<b>PLE</b>			\$9,389	\$9,766	\$10,156	\$10,564
	<b>Total</b>			\$88,514	\$92,055	\$95,737	\$99,567
<b>15-19</b>	<b>Base</b>			\$82,289	\$85,581	\$89,003	\$92,563
	<b>PLE</b>			\$9,766	\$10,156	\$10,564	\$10,986
	<b>Total</b>			\$92,055	\$95,737	\$99,567	\$103,549
<b>20-24</b>	<b>Base</b>	\$62,532	\$70,341	\$82,289	\$85,581	\$89,003	\$92,563
	<b>PLE</b>	\$10,511	\$11,438	\$12,856	\$13,246	\$13,654	\$14,076
	<b>Total</b>	\$73,043	\$81,779	\$95,145	\$98,827	\$102,657	\$106,639
<b>25+</b>	<b>Base</b>	\$62,532	\$70,341	\$82,289	\$85,581	\$89,003	\$92,563

<b>PLE</b>	\$13,601	\$14,528	\$15,946	\$16,336	\$16,744	\$17,166
<b>Total</b>	\$76,133	\$84,869	\$98,235	\$101,917	\$105,747	\$109,729

## **APPENDIX B – Calendar Formula**

The employee work calendar for each school year shall be constructed in accordance with the following:

- (a) The school year shall begin on the Tuesday following Labor Day (or Wednesday if the last day of school would be a Monday) and contain 180 school days.
- (b) The school year shall contain the following holiday breaks/non-work days:
  - (i) Veterans Day;
  - (ii) Thanksgiving Day and the day after Thanksgiving Day;
  - (iii) Martin Luther King Jr. Day;
  - (iv) Memorial Day.
- (c) Winter Break (10 consecutive weekdays beginning on the Monday before Christmas if Christmas is on a Wednesday through Saturday or 9 consecutive weekdays beginning on the Thursday before Christmas if Christmas is on a Sunday, Monday or Tuesday);
- (d) Mid-Winter Break (5 consecutive weekdays beginning on Presidents Day);
- (e) Spring Break (5 consecutive weekdays beginning on the Monday 7 weeks after Presidents Day);
- (f) Make-up days for school days cancelled due to inclement weather will be scheduled on the weekdays following the last scheduled day of school;
- (g) On the Wednesday before Thanksgiving students shall be scheduled for a three-hour school day and employees may leave thirty (30) minutes after students leave; and
- (h) On the last day of school, students shall be scheduled for a three-hour school day.

**(see Article XXIV, Section 2)**

## **APPENDIX C – Mediation Rules**

The Employer and the Association agree to a procedure for the mediation of grievances in accordance with the following:

1. A grievance may be referred to mediation if the Association is not satisfied with the disposition of the grievance at Level Two or Level Three of the grievance procedure contained within the collective bargaining agreement, or if no written decision has been received from the District within the time limits prescribed in Level Two or Level Three.
2. The Association must notify the District in writing within five (5) working days of the conclusion of Level Two or Level Three of the Association's desire to refer the grievance to mediation. The District shall respond to the Association whether or not the District agrees to the mediation of the grievance no later than two (2) working days prior to the Association's contractual deadline for the submission of a grievance to the next step in the grievance procedure or within five (5) working days of receipt of the written notification, whichever is sooner.
3. The District and the Association must mutually agree to submit a grievance to mediation. If the parties agree to submit a grievance to mediation, then the timelines and procedures contained within the grievance procedure of the collective bargaining agreement shall be held in abeyance until such time as written notification of appeal is provided by the Association to the District. The date on which written notification of appeal is filed by the Association with the District shall serve as the date from which the timelines and procedures contained within the collective bargaining agreement shall be enforced.
4. Within five (5) working days following the agreement of the District and the Association to mediate the grievance, the parties shall have mutually agreed on a mediator or else the parties shall discontinue mediation and the Association may pursue the grievance in accord with the grievance provisions of this Agreement.
5. The grievant shall have the right to be present at the mediation conference.
6. There shall be one (1) person from each party designated as spokesperson for that party at the mediation conference.
7. The mediator will have the authority to meet separately with either party, but will not have the authority to compel the resolution of a grievance.
8. The presentation of facts and considerations shall not be limited to those presented at earlier steps of the grievance procedure. Proceedings before the mediator shall be informal in nature. There shall be no formal evidence rules. No transcript or record of the mediation conference shall be made. The mediator shall attempt to assure that all necessary facts and considerations are revealed to him/her.
9. Written material presented to the mediator shall be returned to the party representing that material at the termination of the mediation conference, except that the mediator may retain one copy of the written grievance to be used solely for the purposes of statistical analysis.



10. In the event that a grievance which has been mediated is appealed to arbitration, the mediator may not serve as arbitrator, nor may the mediator be placed on any panel from which an arbitrator is to be selected by the parties. In the arbitration proceedings there shall be no reference to the fact that a mediation conference was or was not held. Nothing said or done by the mediator may be referenced or introduced into evidence at the arbitration hearing and nothing said or done by either party for the first time in the mediation conference may be used against it in arbitration.
11. If no settlement is reached in mediation, the grievance may be appealed to arbitration in accordance with Article VI of the collective bargaining agreement between the parties. If the Association desires to appeal the grievance to the next step of the grievance procedure, written notice of such appeal must be made within ten (10) working days following the termination of the mediation conference.
12. The mediator shall conduct no more than three (3) mediations per day.
13. Starting time for the mediation shall be agreed to by the District and the Association.
14. The fees and expenses of the mediator shall be shared equally by the parties.

Letter of Agreement  
2019-20 Salary Adjustment

The District and Association reopened the 2018-20 collective bargaining agreement pursuant to Article XXIV, Sections 3 and 4, and agreed to replace the salary schedules in Appendix A retroactive to September 1, 2019, with the new schedule below. This schedule represents an immediate 7% increase over the schedule previously adopted for the 2019-20 school year. Retroactive payment shall be paid in a mutually-agreeable manner beginning in the first available payroll.

		<b>BA</b>	<b>BA+45</b>	<b>BA+90</b>	<b>MA</b>	<b>MA+45</b>	<b>MA+90/Doc</b>
<b>0</b>	<b>Base</b>	\$48,847	\$50,800	\$52,832	\$54,946	\$57,143	\$59,429
	<b>PLE</b>	\$5,797	\$6,030	\$6,271	\$6,521	\$6,783	\$7,053
	<b>Total</b>	\$54,644	\$56,830	\$59,103	\$61,467	\$63,926	\$66,482
<b>1</b>	<b>Base</b>	\$49,823	\$51,817	\$53,889	\$56,044	\$58,286	\$60,618
	<b>PLE</b>	\$5,913	\$6,149	\$6,396	\$6,653	\$6,918	\$7,194
	<b>Total</b>	\$55,736	\$57,966	\$60,285	\$62,697	\$65,204	\$67,812
<b>2</b>	<b>Base</b>	\$50,820	\$52,853	\$54,967	\$57,166	\$59,452	\$61,830
	<b>PLE</b>	\$6,031	\$6,272	\$6,524	\$6,784	\$7,056	\$7,338
	<b>Total</b>	\$56,851	\$59,125	\$61,491	\$63,950	\$66,508	\$69,168
<b>3</b>	<b>Base</b>	\$51,836	\$53,910	\$56,066	\$58,309	\$60,641	\$63,067
	<b>PLE</b>	\$6,153	\$6,398	\$6,654	\$6,920	\$7,197	\$7,485
	<b>Total</b>	\$57,989	\$60,308	\$62,720	\$65,229	\$67,838	\$70,552
<b>4</b>	<b>Base</b>	\$52,873	\$54,988	\$57,187	\$59,475	\$61,855	\$64,328
	<b>PLE</b>	\$6,276	\$6,526	\$6,787	\$7,059	\$7,340	\$7,635
	<b>Total</b>	\$59,149	\$61,514	\$63,974	\$66,534	\$69,195	\$71,963
<b>5</b>	<b>Base</b>	\$53,930	\$56,087	\$58,331	\$60,665	\$63,091	\$65,615
	<b>PLE</b>	\$6,401	\$6,658	\$6,923	\$7,200	\$7,488	\$7,787
	<b>Total</b>	\$60,331	\$62,745	\$65,254	\$67,865	\$70,579	\$73,402
<b>6</b>	<b>Base</b>	\$55,009	\$57,210	\$59,498	\$61,878	\$64,353	\$66,927
	<b>PLE</b>	\$6,529	\$6,789	\$7,061	\$7,344	\$7,638	\$7,943
	<b>Total</b>	\$61,538	\$63,999	\$66,559	\$69,222	\$71,991	\$74,870
<b>7</b>	<b>Base</b>	\$56,110	\$58,354	\$60,688	\$63,115	\$65,640	\$68,266
	<b>PLE</b>	\$6,658	\$6,926	\$7,202	\$7,491	\$7,791	\$8,102
	<b>Total</b>	\$62,768	\$65,280	\$67,890	\$70,606	\$73,431	\$76,368
<b>8</b>	<b>Base</b>	\$57,231	\$59,521	\$61,902	\$64,378	\$66,953	\$69,631
	<b>PLE</b>	\$6,792	\$7,064	\$7,346	\$7,640	\$7,946	\$8,264
	<b>Total</b>	\$64,023	\$66,585	\$69,248	\$72,018	\$74,899	\$77,895
<b>9</b>	<b>Base</b>	\$58,376	\$60,711	\$63,140	\$65,665	\$68,292	\$71,023
	<b>PLE</b>	\$6,928	\$7,205	\$7,493	\$7,794	\$8,105	\$8,430
	<b>Total</b>	\$65,304	\$67,916	\$70,633	\$73,459	\$76,397	\$79,453
<b>10</b>	<b>Base</b>	\$60,711	\$63,140	\$65,665	\$68,292	\$71,023	\$73,864

	<b>PLE</b>	\$7,205	\$7,493	\$7,794	\$8,105	\$8,430	\$8,767
	<b>Total</b>	\$67,916	\$70,633	\$73,459	\$76,397	\$79,453	\$82,631
<b>11</b>	<b>Base</b>		\$65,665	\$68,292	\$71,023	\$73,864	\$76,820
	<b>PLE</b>		\$7,794	\$8,105	\$8,430	\$8,767	\$9,116
	<b>Total</b>		\$73,459	\$76,397	\$79,453	\$82,631	\$85,936
<b>12</b>	<b>Base</b>		\$68,292	\$71,023	\$73,864	\$76,820	\$79,892
	<b>PLE</b>		\$8,105	\$8,430	\$8,767	\$9,116	\$9,482
	<b>Total</b>		\$76,397	\$79,453	\$82,631	\$85,936	\$89,374
<b>13</b>	<b>Base</b>			\$73,864	\$76,820	\$79,892	\$83,088
	<b>PLE</b>			\$8,767	\$9,116	\$9,482	\$9,861
	<b>Total</b>			\$82,631	\$85,936	\$89,374	\$92,949
<b>14</b>	<b>Base</b>			\$76,820	\$79,892	\$83,088	\$86,411
	<b>PLE</b>			\$9,116	\$9,482	\$9,861	\$10,256
	<b>Total</b>			\$85,936	\$89,374	\$92,949	\$96,667
<b>15-19</b>	<b>Base</b>			\$79,892	\$83,088	\$86,411	\$89,867
	<b>PLE</b>			\$9,482	\$9,861	\$10,256	\$10,666
	<b>Total</b>			\$89,374	\$92,949	\$96,667	\$100,533
<b>20-24</b>	<b>Base</b>	\$60,711	\$68,292	\$79,892	\$83,088	\$86,411	\$89,867
	<b>PLE</b>	\$10,205	\$11,105	\$12,482	\$12,861	\$13,256	\$13,666
	<b>Total</b>	\$70,916	\$79,397	\$92,374	\$95,949	\$99,667	\$103,533
<b>25+</b>	<b>Base</b>	\$60,711	\$68,292	\$79,892	\$83,088	\$86,411	\$89,867
	<b>PLE</b>	\$13,205	\$14,105	\$15,482	\$15,861	\$16,256	\$16,666
	<b>Total</b>	\$73,916	\$82,397	\$95,374	\$98,949	\$102,667	\$106,533

DIERINGER EDUCATION ASSOCIATION

DIERINGER SCHOOL DISTRICT

\_\_\_\_\_  
President

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date